



Lake Park Town Commission, Florida

Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

November 20, 2024

Immediately Following the Special Call Community Redevelopment Agency Meeting

Roger Michaud	___	Mayor
Kimberly Glas Castro	___	Vice Mayor
Michael Hensley	___	Commissioner
Mary Beth Taylor	___	Commissioner
Judith Thomas	___	Commissioner
Bambi McKibbon-Turner	___	Interim Town Manager
Thomas J. Baird	___	Town Attorney
Vivian Mendez, MMC	___	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contract the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

- [1.](#) Proclamation Recognizing the Town of Lake Park Centennial.
- [2.](#) Presentation Regarding FEMA Assistance.

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

CONSENT AGENDA:

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

- [3.](#) November 6, 2024 Regular Commission Meeting Minutes.
- [4.](#) Resolution 100-11-24 Canceling the December 4, 2024 Regular Commission Meeting.
- [5.](#) Resolution 101-11-24 Authorizing and Directing the Mayor to Piggyback on the Department of Management Services Alternate Contract Source (ACS) No. 30161700-24-SRCWL-ACS for Flooring Materials with Interface Americas, Inc., located at 1280 West Peachtree Street NW, Atlanta, GA 30309.
- [6.](#) Resolution 102-11-24 To approve a contract agreement to provide security camera system for Public Works facility at the Town of Lake Park.
- [7.](#) Resolution 103-11-24 To approve a piggyback contract to provide tree trimming management and maintenance services to the Town of Lake Park.
- [8.](#) Resolution 104-11-24 Florida Power & Light (FPL) LED Lighting Agreement (Phase - 1).

- [9.](#) Resolution 105-11-24 Authorizing and Directing the Mayor to Execute an Agreement Amendment with the State of Florida, Department of Environmental Protection for a Protection for a Performance Period Time Extension for Preparation of a Flooding and Sea Level Rise Vulnerability Assessment Report.
- [10.](#) Resolution 106-11-24 Town Commission Deems it Necessary and Advisable to Amend the Budget for the Town of Lake Park for Fiscal Year 2023-2024, Which was Adopted by Resolution No. 02-01-24.

BOARD MEMBER NOMINATION:

- [11.](#) Re-appointment of Gillian Kennedy Wright to the Tree Board.

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): NONE

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

- [12.](#) Ordinance 13-2024 Creating a New Section 30-6 Pertaining to the Operation of Micro-mobility Devices, Golf Carts, Low Speed Vehicles, and Motorized Scooters.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

- [13.](#) Ordinance 11-2024 Amending the Mural Code.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 71 OF THE TOWN CODE ENTITLED “MURALS”; PROVIDING FOR THE AMENDMENT OF SECTION 71.1 “INTENT”; PROVIDING FOR THE AMENDMENT OF SECTION 71-42 “DURATION”;

PROVIDING FOR THE AMENDMENT SECTION 71-83 “MINIMUM MURAL PERMIT CRITERIA”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLCT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

14. Ordinance 12-2024 Amending Chapter 60 Pertaining to Floodplain Management Standards.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AMENDING CHAPTER 60 OF THE LAKE PARK CODE OF ORDINANCES PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

OLD BUSINESS: NONE

NEW BUSINESS:

15. Resolution 107-11-24 Approving the Collective Bargaining Agreement for the Period of October 1, 2024 to September 30, 2027.
16. Resolution 108-11-24 Declaring Zoning In Progress For Properties Located in the Park Avenue Downtown District.
17. Updating the Position Titles and Pay Codes for General (Non-union) Town Employees.
18. Expansion of the Existing Town of Lake Park Community Development Block Grant (CDBG) Target Areas.
19. Approval of the Settlement Agreement between the Town of Lake Park and Igor Oliveira De Almeda and Natasha Aileen Quiza.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on December 18, 2024.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Originating Department: Town Clerk – Vivian Mendez

Agenda Title: Proclamation Recognizing the Town of Lake Park Centennial

Agenda Category (i.e., Consent, New Business, etc.): Special Presentation/Report

Approved by Town Manager:

Bambi McKibbon-Turner

Date:

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
 ou=Assistant Town Manager/Human Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.11.14 16:27:10 -05'00'

Cost of Item: \$0.00 **Funding Source:** N/A

Account Number: N/A **Finance Signature:** N/A

Advertised:

Date: N/A **Newspaper:** _____

Attachments: Proclamation

Please initial one:

X Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park celebrated its centennial on November 16, 2023. Throughout 2023 the Town held many events to capture the momentous year.

The purpose of this proclamation is to encapsulate the Centennial year and have this proclamation added to the next time capsule.

Recommended Motion:

No motion necessary.

**PROCLAMATION DECLARING
TOWN OF LAKE PARK CENTENNIAL
NOVEMBER 2023**

WHEREAS, Harry Seymour Kelsey purchased land in Florida in 1919; and

WHEREAS, Harry S. Kelsey entrusted the Olmstead Brothers and Dr. John Nolan to plan and design that land to help create Kelsey City; and

WHEREAS, Kelsey City was incorporated on November 16, 1923; and

WHEREAS, Kelsey City became the first zoned municipality south of Washington, D.C.; and

WHEREAS, on August 5, 2020 the Centennial Celebration Committee was formed in preparation of the Town's Centennial; and

WHEREAS, on May 3, 2022, the Centennial Celebration Committee held its first meeting and met every month thereafter to plan for the monumental year; and

WHEREAS, throughout 2023, the Town of Lake Park held many events to celebrate its Centennial, including Sunset Celebrations, the Historical Home Tour, the Battle of the Badges Centennial Edition, Harry Kelsey's Birthday Party, the Centennial Easter Eggstravaganza, the Centennial Arbor Day Celebration, the Centennial Art on Park Festival, the Centennial Gala, the Lake Park Public Library Historical Exhibit, and the Time Capsule Ceremony on November 16 (the Town's actual anniversary) to honor the 100th Anniversary of the Town; and

WHEREAS, on November 18, 2023, the Town hosted the Centennial Celebration Festival in Kelsey Park, which concluded with an extravagant fireworks display.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby publicly recognize November 16, 2023 as the Town's Centennial.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this twentieth day of November, 2024.

Roger Michaud, Mayor

Vivian Mendez, Town Clerk



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: Presentation by Representative of the Federal Emergency Management Agency (FEMA)

[x] **SPECIAL PRESENTATION/REPORTS** [] **CONSENT AGENDA**
 [] **BOARD APPOINTMENT** [] **OLD BUSINESS**
 [] **PUBLIC HEARING ORDINANCE ON FIRST READING**
 [] **NEW BUSINESS**
 [] **OTHER:** _____

Approved by Town Manager

Bambi

McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of
 Lake Park, ou=Assistant Town Manager/
 Human Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.11.15 12:57:56 -05'00'

Name/Title: *Bambi McKibbon-Turner, Assistant Town Manager/Human Resources Director*

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	<u>Attachments:</u> FEMA Informational Flyers
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _ BMT Please initial one.

Summary Explanation/Background:

Immediately following Hurricane Milton in October of this year, staff disseminated to residents information describing how to apply for FEMA assistance if impacted by Hurricane Milton as well as information on how to prepare for a Hurricane which contained the link to FEMA resources.

Earlier this month, FEMA representatives conducted one-on-one meetings with each member of the Town Commission for the purpose of providing information regarding how to apply for FEMA assistance.

Josefina “Josie” Genao with the IGA Governmental Affairs| Office of External Affairs is here this evening to introduce the FEMA subject expert who will provide an explanation of the different FEMA programs. Copies of the FEMA informational flyers are attached as back-up and are also available in the Commission Chamber for pick-up by the general public.

Recommended Motion: This is a Presentation only. There is no recommended motion.



FEMA

Oct. 12, 2024

DR-4834-FL NR 001

State News Desk: (850) 815-4940 | media@em.myflorida.com

FEMA News Desk: (407) 548-6055 | FEMA-Florida-NewsDesk@fema.dhs.gov

News Release

How to Apply for FEMA Assistance in Florida After Hurricane Milton

TALLAHASSEE, Fla. – Homeowners and renters in 34 Florida counties and the Miccosukee Tribe of Indians of Florida who had uninsured or underinsured damage or losses caused by Hurricane Milton may now apply for FEMA disaster assistance.

FEMA may be able to help with serious needs, displacement, temporary lodging, basic home repair costs, personal property loss or other disaster-caused needs. Homeowners and renters in Brevard, Charlotte, Citrus, Clay, Collier, DeSoto, Duval, Flagler, Glades, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Lake, Lee, Manatee, Marion, Martin, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, St. Lucie, Sumter and Volusia counties and the Miccosukee Tribe of Indians of Florida can apply.

How to Apply

If you applied to FEMA after Hurricanes Debby or Helene and have additional damage from Hurricane Milton, you will need to apply separately for Milton and provide the dates of your most recent damage. Apply online at DisasterAssistance.gov. You can also apply using the [FEMA mobile app](#) or by calling FEMA's helpline toll-free at **800-621-3362**. Lines are open every day and help is available in most languages. If you use a relay service, captioned telephone or other service, give FEMA your number for that service. To view an accessible video on how to apply visit [Three Ways to Apply for FEMA Disaster Assistance - YouTube](#).

FEMA's disaster assistance offers [new benefits](#) that provide flexible funding directly to survivors. In addition, a simplified process and expanded eligibility allows Floridians access to a wider range of assistance and funds for serious needs.

What You'll Need When You Apply

- A current phone number where you can be contacted.

- Your address at the time of the disaster and the address where you are now staying.
- Your Social Security number.
- A general list of damage and losses.
- Banking information if you choose direct deposit.
- If insured, the policy number or the agent and/or the company name.

If you have homeowners, renters or flood insurance, file a claim as soon as possible. FEMA cannot duplicate benefits for losses covered by insurance. If your policy does not cover all your disaster expenses, you may be eligible for federal assistance.

If you applied for assistance for multiple disasters, please note that each event may require a separate home inspection. During these inspections, the inspector will document damage and causes individually.

FEMA is contacting registered applicants, including those affected by multiple disasters, to help them navigate the process more effectively. These calls may come from unfamiliar area codes or phone numbers. If you are concerned about verifying that FEMA is trying to reach you, call 800-621-3362. FEMA representatives never charge applicants for disaster assistance, FEMA services are free.

As part of the Major Disaster Declaration, President Biden also authorized FEMA Public Assistance for debris removal and emergency protective measures, including Direct Federal Assistance, for 34 counties and the Miccosukee Tribe of Indians of Florida, and the Hazard Mitigation Grant Program statewide.

For the latest information about Florida's recovery, visit fema.gov/disaster/4834. Follow FEMA on X at [x.com/femaregion4](https://twitter.com/femaregion4) or on Facebook at facebook.com/fema.

###

FEMA's mission is helping people before, during and after disasters.

FEMA is committed to ensuring disaster assistance is accomplished equitably, without discrimination on the grounds of race, color, nationality, sex, sexual orientation, religion, age, disability, English proficiency, or economic status. Any disaster survivor or member of the public may contact the FEMA Office of Civil Rights if they feel that they have a complaint of discrimination. FEMA's Office of Civil Rights can be contacted at FEMA-OCR@fema.dhs.gov or toll-free at 833-285-7448.

How to Appeal FEMA's Decision

If you receive a letter from FEMA and you disagree with FEMA's decision about your eligibility, you can appeal the decision. FEMA might need more information to continue processing your application.

Once FEMA has reviewed your application, the results of the inspection and documentation you provided, you will receive a letter explaining:

- Whether you are approved for assistance.
- How much assistance you will receive.
- How the assistance must be used.
- [How to appeal FEMA's decision.](#)

If you are initially not approved for assistance, you may appeal within 60 days of the date of the decision letter. If you have questions regarding the letter or how to appeal, you may visit a [Disaster Recovery Center](#) or call the FEMA Helpline at 800-621-3362. If you choose to call the helpline, please understand wait times may be longer because of increased volume for multiple recent disasters. Lines are open every day and help is available in most languages.

What to Include When You Appeal

The letter from FEMA will provide additional information on the types of documents or information that you may need to provide. FEMA will also include an optional appeal form that may be used to help provide additional information.

When submitting any documentation or information to FEMA, you must include your FEMA application number and disaster number (DR-4806-FL for Hurricane Debby, DR-4828-FL for Hurricane Helene and DR-4834-FL for Hurricane Milton) on every page.

For appeals by a third party, the applicant or co-applicant must also have a valid [Written Consent](#) on file for the third party with authorization to appeal or represent the applicant at the time of inspection.

How to Submit Your Appeal

You can submit your appeal and supporting documentation:

- Online at [DisasterAssistance.gov](#). Log into your account and upload supporting documents via the Correspondence Upload Center.



FEMA

- In-person at a [Disaster Recovery Center](#).
- By mail: FEMA Individuals & Households Program, National Processing Center P.O. Box 10055 Hyattsville, MD 20782-8055
- By fax: (800) 827-8112, Attention: FEMA – Individuals & Households Program

For the latest information about Hurricane Milton recovery, visit fema.gov/disaster/4834. For Hurricane Helene, visit fema.gov/disaster/4828. For Hurricane Debby, visit fema.gov/disaster/4806. Follow FEMA on X at x.com/femaregion4 or on Facebook at facebook.com/fema.

###

Citizenship and FEMA Eligibility

FEMA is committed to helping all eligible Florida households recover from Hurricanes Milton, Helene and Debby, including U.S. citizens, non-U.S. citizen nationals or qualified non-citizens.

You or a member of your household [must be U.S. citizen, non-U.S. citizen national or qualified non-citizen](#) to apply for FEMA assistance. Families with diverse immigration status, including adults who are undocumented, can apply as long as at least one family member is a citizen, non-U.S. citizen national or qualified non-citizen. For instance, if you are undocumented and have a child under 18 who is a U.S. citizen and lived in the household during the time of the disaster, you can apply for FEMA assistance.

A qualified non-citizen includes:

- Legal permanent resident (“green card” holder)
- An asylee, refugee, or a non-citizen whose deportation is being withheld
- Non-citizen paroled into the U.S. for at least one year
- Cuban/Haitian entrant
- Certain non-citizens subjected to extreme cruelty who have been a victim of a severe form of human trafficking, including people with a “T” or “U” visa.

For adults who apply on behalf of a minor child, the child must have a Social Security number and live with the parent or guardian who applies. The parent or guardian will not have to provide any information on their own immigration status or sign any documents regarding their status.

The minor child must be under age 18 as of the first day of the disaster incident period, which is Aug. 1, 2024 for Hurricane Debby, Sept. 23, 2024 for Hurricane Helene and Oct. 5, 2024 for Hurricane Milton.

How to Apply

Homeowners and renters are encouraged to apply online at DisasterAssistance.gov or by using the [FEMA App](#). You may also apply by phone at **800-621-3362**. If you choose to apply by phone, please understand wait times may be longer because of increased volume for multiple recent disasters. Lines are open every day and help is available in most languages. If you use a relay service, captioned telephone or other service, give FEMA your number for that service. For an accessible video on how to apply for assistance go to [FEMA Accessible: Applying for Individual Assistance - YouTube](#).



FEMA

If you applied to FEMA after Hurricanes Debby and Helene and have additional damage from Hurricane Milton, you will need to apply separately for Milton and provide the dates of your most recent damage.

For the latest information about Hurricane Milton recovery, visit fema.gov/disaster/4834. For Hurricane Helene, visit fema.gov/disaster/4828. For Hurricane Debby, visit fema.gov/disaster/4806. Follow FEMA on X at x.com/femaregion4 or on Facebook at facebook.com/fema.

###

Clean and Sanitize Assistance

If your home was damaged but you can live in it safely after Hurricane Helene, FEMA may be able to provide up to \$300 in one-time financial assistance to help with cleanup. This assistance is for eligible homeowners and renters.

You may qualify for FEMA assistance if you meet the following criteria:

- Your pre-disaster primary home must be in one of the counties designated for Individual Assistance for Hurricane Helene.
- Based on a FEMA inspection, your home has disaster damage; or if you are a renter, the inspection noted clean-up actions are needed or have already been done.
 - If you have already cleaned up, save your receipts from any supplies, materials or paid help.
- The damage is not covered by your insurance.
- FEMA determines your disaster-damaged primary residence is safe to occupy.

How to Apply

Go online to DisasterAssistance.gov, use the [FEMA App](#), or call **800-621-3362**. Lines are open every day and help is available in most languages. If you use a relay service, such as Video Relay Service (VRS), captioned telephone or other service, give FEMA your number for that service. For an accessible video on how to apply for assistance go to [FEMA Accessible: Applying for Individual Assistance - YouTube](#).

If you applied to FEMA after Hurricane Debby and have additional damage from Hurricane Helene, you will need to apply separately for Helene and provide the dates of your most recent damage.

###



FEMA



FEMA

Nov. 15, 2024

DR-4834-FL NR 032

State News Desk: (850) 815-4940 | media@em.myflorida.com

FEMA News Desk: (407) 548-6055 | FEMA-Florida-NewsDesk@fema.dhs.gov

News Release

FEMA Approves Additional \$115 Million for Emergency Work Following Florida Hurricanes

TALLAHASSEE, Fla. - FEMA has approved an additional \$115.5 million to reimburse Florida communities for emergency work after Hurricanes Milton, Helene and Debby.

This includes:

- \$38,181,120 for Sarasota County for debris removal
- \$23,993,595 for Pasco County for debris removal
- \$37,094,212 for the city of St. Petersburg for debris removal
- \$6,016,332 for Lee County for debris removal and emergency protective measures
- \$2,493,179 for the city of Tarpon Springs for debris removal
- \$1,548,750 for Brevard County for debris removal
- \$6,196,157 for the city of Clearwater for debris removal

To date, FEMA Public Assistance has provided \$741.1 million for Hurricane Milton, \$349.6 million for Hurricane Helene and \$111.8 million for Hurricane Debby. The money reimburses the state, local governments and certain nonprofit organizations for emergency protective measures and debris removal.

FEMA's [Public Assistance](#) program provides reimbursement to local and state government agencies for the costs of emergency response, debris removal and restoration of disaster damaged public facilities and infrastructure. Houses of worship and other nonprofit organizations may also be eligible for FEMA Public Assistance.

For the latest information about Hurricane Milton recovery, visit [fema.gov/disaster/4834](https://www.fema.gov/disaster/4834). For Hurricane Helene, visit [fema.gov/disaster/4828](https://www.fema.gov/disaster/4828). For Hurricane Debby, visit [fema.gov/disaster/4806](https://www.fema.gov/disaster/4806). Follow FEMA on X at x.com/femaregion4 or on Facebook at facebook.com/fema.

###

FEMA's mission is helping people before, during and after disasters.

FEMA is committed to ensuring disaster assistance is accomplished equitably, without discrimination on the grounds of race, color, nationality, sex, sexual orientation, religion, age, disability, English proficiency, or economic status. Any disaster survivor or member of the public may contact the FEMA Office of Civil Rights if they feel that they have a complaint of discrimination. FEMA's Office of Civil Rights can be contacted at FEMA-OCR@fema.dhs.gov or toll-free at 833-285-7448.

FAQ: Direct Temporary Housing Assistance in Florida

FEMA and the state of Florida are working to ensure that survivors of Hurricanes Helene and Milton are in safe, functional housing. Temporary shelter and housing solutions are currently available to eligible households. It is important to note that survivors may be eligible for more than one type of housing assistance.

FEMA is providing **Direct Temporary Housing Assistance** to individuals and households in Florida where there is a lack of available housing resources due to Hurricanes Helene and Milton. This assistance is offered as an interim solution to survivors' permanent housing needs, and is provided in three forms: Direct Lease, Multifamily Lease and Repair (MLR) and Transportable Temporary Housing Units (TTHUs).

FEMA offers several other types of housing assistance:

- In **Transitional Sheltering Assistance**, FEMA pays directly to participating hotels and motels to cover the cost of room to provide short-term accommodations for eligible disaster survivors.
- **Displacement Assistance** is money that can be used to stay in a hotel, stay with family and friends or for other options while you look for temporary housing. It is a one-time payment.
- **Rental Assistance** can help individuals pay for somewhere to live while home repairs are made or until a permanent housing solution is identified. The initial payment for Rental Assistance may be up to two months; additional help can be requested.

FEMA is providing multiple temporary housing options to meet Florida disaster survivors' individual needs as the holiday season nears. The quickest form of help may be financial assistance to pay for rent, temporary hotel or motel stays or reimbursement for out-of-pocket hotel costs. These options are available now for eligible households. FEMA determines if applicants are eligible for housing assistance and pairs them with the best available housing solution to meet their household needs. Not everyone will be eligible; however, FEMA's temporary housing options can provide support to survivors who qualify.

Direct Temporary Housing Assistance is approved for **13** counties: **Citrus, Columbia, Dixie, Hamilton, Hernando, Lafayette, Levy, Madison, Okeechobee, Pasco, Pinellas, Suwannee and Taylor.**

How do I qualify for FEMA Direct Temporary Housing Assistance?

Survivors may be considered for a direct temporary housing solution if their primary home is determined by FEMA to be unlivable as a result of damage caused by Hurricanes Helene or Milton. If you meet the eligibility criteria, **you will be contacted by FEMA to discuss your housing needs.**



FEMA

You must apply for FEMA disaster assistance to be considered for Direct Temporary Housing Assistance. If you have not done so already, you can apply by visiting DisasterAssistance.gov, by using the [FEMA App](#) or by calling FEMA's Helpline at 800-621-3362. You may also get in-person help with an application by visiting a [Disaster Recovery Center](#).

What types of Direct Temporary Housing Assistance are available to me?

Assistance may come in the form of temporary housing, including Transportable Temporary Housing Units (e.g., travel trailers and manufactured homes), short-term or vacation rentals, apartments, or duplexes. FEMA is providing three forms of Direct Temporary Housing Assistance to eligible applicants in 13 counties: **Citrus, Columbia, Dixie, Hamilton, Hernando, Lafayette, Levy, Madison, Okeechobee, Pasco, Pinellas, Suwannee and Taylor.**

- **Multi-Family Lease and Repair** allows FEMA to enter into lease agreements with owners of multi-family rental properties and to make repairs or improvements to those properties to provide temporary housing to applicants.
- **Direct Lease** utilizes existing ready-for-occupancy residential property leased for use as temporary housing for eligible applicants, and, if necessary, these units can be modified or improved to provide reasonable accommodations for eligible applicants and any household members with a disability and others with access and functional needs.
- **Transportable Temporary Housing Units** are readily fabricated dwellings such as travel trailers or mobile homes. These dwellings are purchased by FEMA and provided to eligible applicants for use as temporary housing for a limited period.

What types of Transportable Temporary Housing Units does FEMA provide?

TTHUs available to eligible Florida survivors are:

- **Travel Trailers:** Travel trailers are small, flexible, easy to move and are the fastest option. They can be a good solution for an owner with a smaller lot. All FEMA travel trailers are pull-away, and none are motorized. Please keep in mind that travel trailers are not ideal for longer-term living.
- **Manufactured Housing Units (MHUs):** MHUs are regulated by U.S. Department of Housing and Urban Development codes and are more suitable for longer-term living. They are larger than travel trailers and require more space and infrastructure. MHUs come in one-, two- and three-bedroom configurations. They are single-wide. Lengths vary based on the number of bedrooms.

When will I get a Transportable Temporary Housing Unit?

FEMA has TTHUs in Florida and is contacting eligible survivors to assess their unique needs.

Please keep in mind, every installation is a construction project. Before moving into a TTHU, the following will occur:

- FEMA must identify suitable sites for the placement of the unit.
- Completed site inspection, including gathering appropriate zoning permissions from local governments.

- Reviews for Environmental and Historic Preservation.
- Lot measurements to determine the fit for a unit.
- Proper utility hookups for water, sewer and electricity must be available and in working order.
- Installation of each unit then includes setting and leveling the unit, completing the utility hook up and completing the skirting, steps and ramps.

Do I need to move away from my home to get a Transportable Temporary Housing Unit?

Where possible, FEMA may be able to place a housing unit on your property.

To place a unit on your property:

- FEMA must be able to access the site with a heavy unit.
- The site must have enough space for a unit.
- The site must be safe in terms of flood, landslide, and other risks.
- The site must have functional water, sewer and electric.

Can FEMA place Transportable Temporary Housing Units on a site such as an RV or mobile home park?

Yes, FEMA can deploy units in various locations permitted by state and local regulations. We collaborate with each survivor to identify the most suitable location for their recovery. A prime option for placing Temporary Housing Units (TTHU) is within an established commercial area, like an RV park, mobile home park, or campground.

Existing parks are great because we can use existing infrastructure. If needed, FEMA can assist with debris clearance and utility repairs to make use of the park.

Commercial parks can take a little longer than private site placement because it requires securing land leases and may require some utility or site work to implement.

Does FEMA use available short-term or vacation rentals?

Yes, you may be able to stay in a vacation rental such as Airbnb or Vrbo if you're approved for Direct Lease.

Through FEMA's Direct Lease program, eligible applicants may be able to temporarily stay in vacation rentals like Airbnb or Vrbo. The Direct Lease program allows FEMA to quickly secure existing housing units on behalf of disaster survivors, without competing with them for available units. This can provide a faster housing solution compared to other options. Property owners or management companies interested in the Direct Lease program must provide responses and comments by **Friday, Nov. 29, 2024** to fema-direct-lease-dr4828fl@fema.dhs.gov. The email subject line should read RFI# 70FBR425I00000005. More information about this opportunity can be found at [SAM.gov](https://www.sam.gov).

Can FEMA pay or repair a hotel, dorm, or other type of facility to serve as Direct Housing?

FEMA may repair existing multi-family buildings (two or more units) in exchange for being able to use the units to house disaster survivors through the Multifamily Lease and Repair (MLR) program. MLR is not typically a primary direct housing solution, but a few large multi-family buildings can go a long way toward housing disaster survivors.

Owners of multifamily properties in need of repair that are interested in doing business with FEMA should register at [SAM.gov](https://sam.gov) and provide responses and comments on or before **Friday, Nov. 29, 2024** to fema-mlr-dr4828fl@fema.dhs.gov. The email subject line should read: RFI# 70FBR425I00000006 Response: MLR-DR-4834-FL. More information about this opportunity can be found at [SAM.gov](https://sam.gov).

Can FEMA repair a residence on behalf of a renter?

No, FEMA does not repair an individual renter's residence.

However, FEMA may repair or make improvements to existing multi-family rental/residential properties for the purpose of providing temporary housing to eligible FEMA applicants through MLR.

Properties must be available for a term of no less than 18 months from declaration date, with the option of lease extension. They should be able to accommodate a considerable number of people in a single location. Each property must have been previously used as a multi-family housing complex and contain multiple rental units.

Hotels, hospitals, nursing homes, etc. are not considered residential properties and are not authorized for MLR. The site must be repairable to local, state, and federal regulations within a four-month period and cannot be located in a floodway. MLR is not intended to repair or improve individual units to rehouse existing tenants.

If I'm approved for Direct Temporary Housing Assistance, can I obtain other types of assistance from FEMA?

Yes. If you are a homeowner, you may be eligible to receive money for home repairs while staying in a temporary unit. Homeowners and renters may also be eligible for personal property losses, vehicle damage, funeral expenses, and other disaster-related expenses.

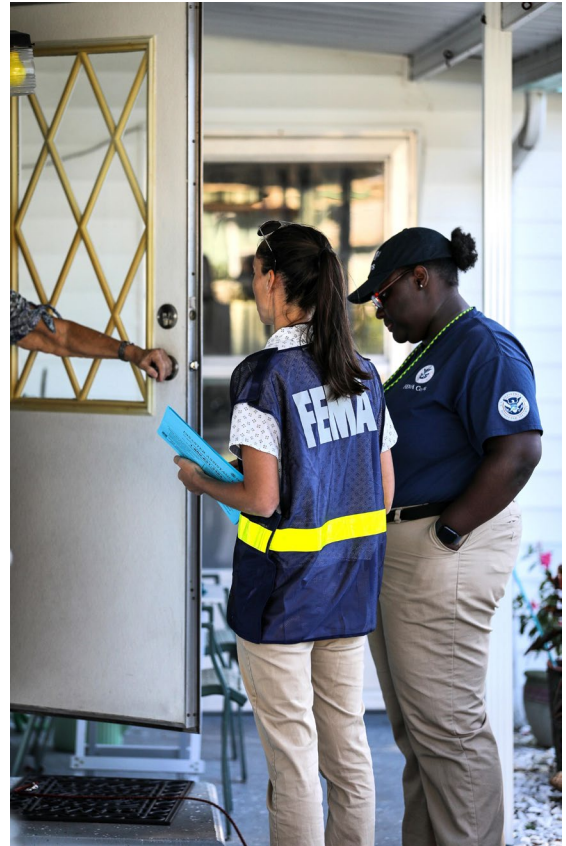
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Florida Hurricane Recovery

Nov. 15, 2024

Key Messages

- Join the team that helps people before, during and after disasters. FEMA is hiring more than 600 local hire positions in Gainesville, Melbourne Beach, Sarasota and Tallahassee. Visit USAJobs.gov, type “FEMA” and “Local Hire” in the keywords section and “Florida” for location.
- Florida residents affected by Hurricane Helene or Milton do not need to wait for a visit from FEMA Disaster Survivor Assistance teams before applying for assistance.
- The quickest way to apply is online at DisasterAssistance.gov or downloading the FEMA App. You can also apply by calling **800-621-3362**.
- Disaster Recovery Centers are open in **29 counties** to help survivors apply for assistance, answer questions and provide access to resources from other agencies. To find center locations go to fema.gov/drc or text “DRC” and a Zip Code to 43362.



By the Numbers

- To date, FEMA has approved a total of more than **\$988.3 million** to help Floridians with losses from Milton, Helene and Debby, including:
 - **\$435.2 million** approved for Hurricane Milton
 - **\$504.3 million** approved for Hurricane Helene
 - **\$48.8 million** approved for Hurricane Debby
- **17,747** Households for a total of more than **43,261** people are checked in to Transitional Sheltering Assistance hotels and motels.
- **7,563** Blue roofs have been installed by the U.S. Army Corps of Engineers.



FEMA

FEMA Seeks Property Owners for Hurricane Survivors in Florida Communities

- FEMA is seeking vendors for its [Direct Lease](#) and [Multifamily Lease and Repair](#) programs for temporary housing for individuals and families in Florida displaced by Hurricanes Helene and Milton. FEMA will host a virtual informational session starting at 1:00 p.m. EST on Thursday, Nov. 21 via Zoom. Vendors attending the event will learn of requirements for leasing directly through FEMA to house disaster survivors. Pre-registration is required. To register go to: fema.zoomgov.com/webinar/register/WN_e6LvdiZxQ3ulbM2f9fsXHQ#/registration

Transitional Sheltering Assistance

- Transitional Sheltering Assistance (TSA) is available for Floridians displaced by Hurricane Helene or Hurricane Milton in 52 counties and for tribal members of the Miccosukee Tribe of Indians. Residents in these counties who have applied for disaster assistance may be eligible to stay temporarily in a hotel or motel paid for by FEMA. Applicants do not need to request TSA. FEMA will notify them of their eligibility through an automated phone call, text message, and/or email. Survivors who have been approved for TSA can find hotel options here: [Transitional Sheltering Assistance \(TSA\)](#)

Disaster Recovery Centers

- Disaster Recovery Centers are open in Brevard, Charlotte, Citrus, Collier, Columbia, Dixie, Glades, Hamilton, Hardee, Hernando, Hillsborough, Indian River, Jefferson, Lafayette, Manatee, Martin, Okeechobee, Orange, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, Suwannee, St. Lucie, Taylor and Volusia counties. All centers are accessible to people with disabilities or access and functional needs and are equipped with assistive technology. Survivors do **not** need to visit a center to apply for assistance. Survivors are encouraged to apply online at DisasterAssistance.gov or by downloading the [FEMA App](#). FEMA does not distribute cash at Disaster Recovery Centers.

U.S. Small Business Administration

- The U.S. Small Business Administration (SBA)** offers low-interest disaster loans for homeowners, renters, businesses and nonprofit organizations to cover losses not fully compensated by insurance and other sources. Apply online at SBA.gov/disaster. Disaster loan information and application forms can also be obtained by calling the SBA's Customer Service Center at 800-659-2955. To learn more, visit www.sba.gov.

How to Apply for FEMA Assistance

- If you sustained damage or loss from Hurricanes Milton, Helene or Debby, [FEMA may be able to help](#). You may be eligible for financial assistance for displacement, serious needs, temporary lodging, basic home repairs, personal property losses and other uninsured disaster-related expenses.
 - ✓ Quickest way to apply is online at DisasterAssistance.gov.
 - ✓ Or use the [FEMA App](#) for mobile devices.
 - ✓ You can also call the FEMA helpline at **800-621-3362**.
- 2024 Application deadlines: **Hurricane Helene Nov. 27; Hurricane Milton Dec. 11**

Additional Resources

- **Activate Hope:** Displaced survivors can apply for State Non-Congregate Sheltering by visiting the Activate Hope website at hopeflorida.com and filling out the Assistance Request Form or by calling the Hope Florida support line at 833-GET-HOPE (833-438-4673).
- **FDEM Statewide Debris Dashboard:** [Debris Survey Results \(Milton\)](#).
- **Disaster Unemployment Assistance (DUA):** If you lost your job or had a break in employment, self-employment, or business as a direct result of the recent hurricanes, visit [Disaster Unemployment Assistance - FloridaJobs.org](https://DisasterUnemploymentAssistance-FloridaJobs.org) to learn about benefit money from Disaster Unemployment Assistance.
- **Clean & Sanitize:** FEMA may be able to provide up to \$300 in one-time financial assistance to help with cleanup. [Clean and Sanitize Assistance | FEMA.gov](#).
- **Multi-Agency Resource Centers:** Florida Division of Emergency Management and local communities are operating these centers to assist residents with storm recovery. FEMA specialists are available at most centers.
- **U.S. Department of Agriculture/Farm Services Agency:** [emergency disaster designation declaration process-factsheet.pdf](#)
- **FEMA & Citizenship:** You or a member of your household [must be U.S. citizen, non-U.S. citizen national or qualified non-citizen](#) to apply for FEMA assistance.
- **Be Alert to Fraud:** Con artists and criminals may try to obtain money or steal personal information through fraud or identity theft after disasters. [Be Alert to Fraud After Florida Hurricanes | FEMA.gov](#)
- **FEMA Rumor Response:** Know what's true and what isn't. [Hurricane Rumor Response | FEMA.gov](#)
- **National Flood Insurance Program** [Installment Plan FAQs | FEMA.gov](#)
- [Small Business Hurricane Recovery Grant Program FAQs | U.S. Chamber of Commerce Foundation](#)
- [Mental health resources for Floridians](#)
- **For help with cleanup:** Call 833-GET HOPE
- [Tips for Mold Cleanup](#)
- **Florida Division of Emergency Management Updates:** floridadisaster.org/disaster-updates/storm-updates/
- **Disaster Legal Hotline:** 833-514-2940



FEMA

Nov. 14, 2024

DR-4834-FL NR 031

State News Desk: (850) 815-4940 | media@em.myflorida.com

FEMA News Desk: (407) 548-6055 | FEMA-Florida-NewsDesk@fema.dhs.gov

News Release

Disaster Recovery Centers Open in Glades, Hamilton, Highlands, Okeechobee and Palm Beach Counties

TALLAHASSEE, Fla. – FEMA has opened Disaster Recovery Centers in Glades, Hamilton, Highlands, Okeechobee and Palm Beach counties to provide one-on-one help to Floridians affected by Hurricanes Milton, Helene and Debby.

Survivors do **not** need to visit a center to apply for assistance. Survivors are encouraged to apply online at DisasterAssistance.gov or by downloading the [FEMA App](#). FEMA does not distribute cash at Disaster Recovery Centers.

Center locations:

Glades County

Glades County Health Department
1021 Health Park Drive
Moore Haven, FL 33471
Hours: 8 a.m.–6 p.m. Thursday-Saturday

Hamilton County (Mobile)

Central Hamilton Elementary
553 Chan Bridge Drive
Jasper, FL 32052
Hours: 9 a.m.–6 p.m. Monday-Sunday

Highlands County

Bert J. Harris Jr. Agricultural Center
4509 George Blvd.
Sebring, FL 33875
Hours: 9 a.m.–7 p.m. Monday-Sunday

Okeechobee County

Okeechobee County Public Library

206 SW 16th St.

Okeechobee, FL 34974

Hours: 10:30 a.m.–5:30 p.m. Tuesday-Saturday

Palm Beach (Mobile)

Town of Loxahatchee Groves

13901 Southern Blvd.

Loxahatchee Groves, FL 33470

Hours: 9 a.m.–5:30 p.m. Thursday-Friday through Nov. 15, 2024.

When centers move to new locations, details will be provided to the public.

To find other center locations go to fema.gov/drc or text “DRC” and a Zip Code to 43362. All centers are accessible to people with disabilities or access and functional needs and are equipped with assistive technology.

Homeowners and renters are encouraged to apply online at DisasterAssistance.gov or by using the [FEMA App](#). You may also apply by phone at **800-621-3362**. Lines are open every day and help is available in most languages. If you use a relay service, captioned telephone or other service, give FEMA your number for that service. For an accessible video on how to apply for assistance go to [FEMA Accessible: Applying for Individual Assistance - YouTube](#).

For the latest information about Hurricane Milton recovery, visit fema.gov/disaster/4834. For Hurricane Helene recovery information, visit fema.gov/disaster/4828. For Hurricane Debby recovery information, visit fema.gov/disaster/4806. Follow FEMA on X at x.com/femaregion4 or on Facebook at facebook.com/fema.

###

FEMA’s mission is helping people before, during and after disasters.

FEMA is committed to ensuring disaster assistance is accomplished equitably, without discrimination on the grounds of race, color, nationality, sex, sexual orientation, religion, age, disability, English proficiency, or economic status. Any disaster survivor or member of the public may contact the FEMA Office of Civil Rights if they feel that they have a complaint of discrimination. FEMA’s Office of Civil Rights can be contacted at FEMA-OCR@fema.dhs.gov or toll-free at 833-285-7448.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: November 6, 2024 Regular Commission Meeting Minutes

- ☐ SPECIAL PRESENTATION/REPORTS ☒ **CONSENT AGENDA**
☐ BOARD APPOINTMENT ☐ OLD BUSINESS
☐ PUBLIC HEARING ORDINANCE ON _____ READING
☐ NEW BUSINESS
☐ OTHER: _____

Approved by Town Manager **Bambi McKibbon-Turner**
Laura Weidgans, Deputy Town Clerk
 Name/Title

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake
 Park, ou=Assistant Town Manager/Human
 Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.11.12 11:14:09 -05'00'

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: None
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case Lw Please initial one.

Summary: November 6, 2024 Regular Commission Meeting Minutes



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

November 06, 2024 6:30 pm

Roger Michaud	___	Mayor
Kimberly Glas Castro	___	Vice Mayor
Michael Hensley	___	Commissioner
Mary Beth Taylor	___	Commissioner
Judith Thomas	___	Commissioner
Bambi McKibbon-Turner	___	Interim Town Manager
Brett Lashley	___	Town Attorney
Vivian Mendez, MMC	___	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contract the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL

6:31 P.M.

PRESENT

Mayor Roger Michaud

Vice-Mayor Kimberly Glas-Castro

Commissioner Mary-Beth Taylor

Commissioner Judith Thomas

Commissioner Michael Hensley

PLEDGE OF ALLEGIANCE

Mr. John Linden

COMMISSION RECESSED THE COMMISSION MEETING AND WENT INTO AN EXECUTIVE SESSION.

The Town Commission for the Town of Lake Park will have an Executive Session pursuant to Florida Statute 447.605(1) in the Town Hall Mirror Ballroom. Those in attendance shall be: Mayor Roger D. Michaud; Vice-Mayor Kimberly Glas-Castro; Commissioners Michael Hensley; Mary Beth Taylor; and Judith Thomas; also in attendance will be Interim Town Manager/Human Resources Director Bambi McKibbon-Turner, Town Attorney Brett Lashley, Finance Director Jeffrey DaSilva and Assistant Finance Director Barbara Gould for the purposes to discuss collective bargaining of the Federation of Public Employees, A Division of National Federation of Public and Private Employees (AFL-CIO).

AFTER THE EXECUTIVE SESSION THE COMMISSION RECONVENED THE COMMISSION MEETING.

The Commission recessed the Regular Commission Meeting at 6:33 pm and went into an Executive Session. The Commission Meeting reconvened at 6:50 pm.

SPECIAL PRESENTATION/REPORT:

1. Proclamation Recognizing Barbara A. Gould as Employee of the Year for 2023.
Mayor Michaud presented Barbara Gould with the proclamation.
2. Proclamation Honoring Veterans of Foreign Wars (VFW) Post 9610 for their 77th Year.
Mayor Michaud presented a representative with the VFW Post 9610 the proclamation.
He thanked everyone for not forgetting the veterans.
3. Proclamation Honoring Gold Star Mother's and Families
Mayor Michaud presented a representative with the proclamation.

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

Jo Porter - asked for support for moving forward with the mural project.

John Linden - announced that he is a candidate for the March 2025 Commission seat.

James Sullivan - asked for support of a skeet range.

CONSENT AGENDA:

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

Commissioner Thomas asked that item 7 be pulled from the Consent Agenda and have item 14 added to the Consent Agenda.

Motion made to approve Consent Agenda items 4,5,6, and 14 by Vice-Mayor Glas-Castro, Seconded by Commissioner Taylor.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

4. October 16, 2024 Regular Commission Meeting Minutes.
5. October 19, 2024 Park Avenue Downtown District Workshop Minutes
6. Resolution 88-11-24 Authorizing Directing the Mayor to Execute an Agreement with Hinterland Group, Inc. for the Provision of Cured In-Pipe Lining Construction Services for Stormwater Infrastructure Improvements.

Item #14 was removed from New Business and added to Consent.

14. Resolution 92-11-24 Authorizing and Directing the Mayor to Piggyback on the City of Dania's Contract Agreement (ITB No. 24-21) for Concrete Curbing/Sidewalk Construction, Milling, and Resurfacing of Asphalt Concrete with The Stout Group, LLC for the Town of Lake Park

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): NONE**PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**

8. Ordinance 11-2024 Amending the Mural Code.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK,
FLORIDA, AMENDING CHAPTER 71 OF THE TOWN CODE ENTITLED

“MURALS”; PROVIDING FOR THE AMENDMENT OF SECTION 71.1 “INTENT”; PROVIDING FOR THE AMENDMENT OF SECTION 71-42 “DURATION”; PROVIDING FOR THE AMENDMENT SECTION 71-83 “MINIMUM MURAL PERMIT CRITERIA”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Anders Viane provided a summary of the item (Exhibit A).

Commissioner Thomas asked about the design approval process. Town Planner Viane stated that the Commission would approve the design and separately approve the mural permit.

Motion made to approve Ordinance 11-2024 on first reading by Commissioner Hensley, Seconded by Commissioner Taylor.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

Town Attorney Lashley read the Ordinance by title only.

9. Ordinance 12-2024 Amending Chapter 60 Pertaining to Floodplain Management Standards.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AMENDING CHAPTER 60 OF THE LAKE PARK CODE OF ORDINANCES PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Nadia DiTommaso explained the item (Exhibit B).

Commissioner Thomas asked for the FEMA map to be included on second reading.

Motion made to approve Ordinance 12-2024 on first reading by Commissioner Thomas, Seconded by Commissioner Taylor.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

Town Attorney Lashley read the Ordinance by title only.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: NONE

Item #7 was removed from Consent and heard separately.

7. Resolution 91-11-24 of the Town Commission of the Town of Lake Park, Florida, Supporting the Procurement and Oversight of Consultants for the Development of a Countywide Transportation Plan.

Commissioner Thomas asked questions regarding who the consultant would be, who is on the Committee, and what is the Town's contribution. Vice-Mayor Glas-Castro explained that the consultant would be selected based on experience. She explained the structure and premise of the plan. She advised that the County is paying for the consultant and no monies are being asked of the cities and Towns right now.

Commissioner Thomas asked if the coordinator for the Intergovernmental Plan Amendment Review Committee (IPARC) will be the same coordinator for IPARC 2.0.

Vice-Mayor Glas-Castro confirmed that to be correct. Commissioner Thomas asked how this will play in with the Transit Planning Agency (TPA). Vice-Mayor Glas-Castro stated that the TPA represents what we can afford and the IPARC represents what we want.

Motion made to approve Resolution 91-11-24 by Commissioner Thomas, Seconded by Commissioner Taylor.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

Motion made to hear Item #12 prior to Old Business made by Vice-Mayor Glas-Castro, Seconded by Commissioner Taylor. Voting Aye: All.

12. Resolution 89-11-24 Florida Power & Light (FPL) LED Lighting Agreement.

Public Works Operation Manager Yasser Heyaime explained the item (Exhibit C).

Gladys Reyes representing Florida Power and Light (FPL) further explained the item.

Commissioner Thomas asked if this only applies to changing out already existing lightbulbs. Ms. Reyes confirmed that this was correct. Robert Muniz, FPL Account Manager explained that an additional 174 lights will be forthcoming based on Kimley-Horn's survey. Ms. Reyes explained the design phase stage. FPL External Affairs Manager, Ilan Kaufer offered to put together an update to the Commission. Mr. Muniz

spoke about Phase 2 which includes the installation of new light poles and lights. Commissioner Thomas asked if the residents would pay for the wattage for the pole lights. Ms. Reyes advised that the energy for the lights would be added to the Town's FPL bill.

Motion made to approve Resolution 89-11-24 by Commissioner Thomas, Seconded by Commissioner Taylor.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

OLD BUSINESS:

10. Update on Bert Bostrom Stormwater Project: Excess Fill Resolution.

Capital Projects Manager John Wille explained the item. The Commission requested for staff to discuss the item further and come back at a later date.

11. Follow-up Discussion on Golf Carts, Low-Speed Vehicles and other Micro-mobility Devices.

Community Development Director DiTommaso provided a brief summary of the item and asked for Commission direction as to whether all roads in Town would be designated for golf cart use or only certain roads. She also provided the requirements for golf cart tag, registration and insurance. Vice-Mayor Glas-Castro stated that the Commission had stated previously that they would like golf carts to be able to use all roadways in Town and the Ordinance should be brought back for approval. The Commission agreed with this.

NEW BUSINESS:

13. Resolution 90-11-24 Authorizing and Directing the Mayor to Execute Interlocal Agreement with the Town of Palm Beach Shores for the Provision of Fill Material for the Lake Park Marina.

Capital Projects Manager John Wille explained the item. The Commission decided not to move forward with this item at this time because they are lacking information regarding what the costs would be to move the fill from Peanut Island and also they

requested that when this item is brought back that a representative from Palm Beach Shores be present.

15. Resolution 93-11-24 Authorizing and Directing the Mayor to Enter into a Contract Agreement (RFQ 115-2024) for Town Hall Christmas Décor and Maintenance Services with Brandano Displays, Inc.

Operations Manager Heyaime explained the item. Vice-Mayor Glas-Castro asked if this project was only for Town Hall. Operations Manager Heyaime confirmed that this was correct.

Motion made to approve Resolution 93-11-24 by Commissioner Hensley, Seconded by Vice-Mayor Glas-Castro.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

16. Tree Replacement Proposal for the West Side Swale of Lake Shore Drive Corridor
Operations Manager Heyaime explained the item and advised that the Silver Buttonwood trees are not suitable for this area as they are dying.

The Commission requested that the item go before the Tree Board prior to coming before the Commission.

17. Operation Hope 2024 Turkey Basket Giveaway.

Special Events Director Riunite Franks presented the item. Mr. John Linden explained the logistics of the event.

Motion made to approve the request as listed on the Special Events Permit by Commissioner Hensley, Seconded by Commissioner Thomas.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

18. Resolution 95-11-24 Authorizing and Directing the Mayor to Sign an Employment Agreement with Richard J. Reade and Setting a Start Date.

Town Attorney Brett Lashley presented the item. Commissioner Thomas asked if the insurance limit is the same as everyone else's. Interim Town Manager/HR Director Turner stated that the Town Manager is in a special class with a maximum of \$350,000. Motion made to approve Resolution 95-11-24 by Commissioner Hensley, Seconded by Commissioner Thomas.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor,
Commissioner Thomas, Commissioner Hensley

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Lashley requested an Attorney-Client session for November 20, 2024 to discuss two pending litigation cases. The Commission came to consensus. The meeting will begin at 6:30 P.M.

Interim Town Manager Turner provided the comments via Exhibit D. The Commission reached consensus for staff to place an item on a future agenda for discussion regarding a policy change for Town-wide notifications for projects of significance and Town initiated workshops/forums.

Consensus was reached to allow the Marina to close on Thanksgiving Day, Christmas Day and to close early on Christmas Eve at 2pm.

Consensus was reached to cancel both the December 4, 2024 meeting and the January 1, 2025 meeting without rescheduling to another date.

Commissioner Taylor had no comments.

Commissioner Hensley asked for an update on 754 Park Avenue. Interim Town Manager Turner stated that there would be a report provided during the Community Redevelopment Agency (CRA) Meeting.

Commissioner Thomas spoke about her meeting with the FEMA representative and wanted to provide information to residents who may have been impacted by the recent storms for assistance that FEMA was offering. She also spoke about attending the Veteran's Day Parade and she enjoyed herself.

Vice-Mayor Glas-Castro spoke about Read for the Record. She also spoke about the Commission on Ethics meeting and that Form 6 may be required in 2026. She also spoke about the Density Workshop has concerns with the lack of waste water capacity and that there is not enough capacity for projects. She raised the concern of how the Town will accommodate these projects with the current infrastructure. She asked that the Town Attorney meet with staff & Seacoast to evaluate and come up with a solution to protect the Town's interest with a possible Zoning in Progress. She requested that the Town Attorney bring forward a Zoning in Progress Ordinance.

Commissioner Thomas stated that she has concern with not just water issues but also with transportation for the intersection of Park Avenue and 10th Street.

Motion to direct the Town Attorney to come forward with a Zoning in Progress Ordinance made by Vice-Mayor Glas-Castro. Seconded by Commissioner Thomas. Voting Aye: All.

Mayor Michaud expressed disappointment that Mr. Aram did not appear before the Commission as requested and he will reserve further comments until the next meeting. He also asked about the Ribbon-Cutting for Centennial Memorial Park and asked if the Centennial Committee has been contacted. Special Events Director Franks stated she had reached out to the members via email.

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

Motion to adjourn made by Vice-Mayor Glas-Castro. Seconded by Commissioner Thomas.

Voting Aye: All. Commissioner Hensley was not present at the time of the vote.

Meeting adjourned 9:11 pm

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on November 20, 2024.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2024



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISISON OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 71 OF THE TOWN CODE ENTITLED "MURALS"; PROVIDING FOR THE AMENDMENT OF SECTION 71.1 "INTENT"; PROVIDING FOR THE AMENDMENT OF SECTION 71-42 "DURATION"; PROVIDING FOR THE AMENDMENT SECTION 71-83 "MINIMUM MURAL PERMIT CRITERIA"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLCT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

☐ SPECIAL PRESENTATION/REPORTS ☐ CONSENT AGENDA
☐ BOARD APPOINTMENT ☐ OLD BUSINESS
☒ **ORDINANCE ON 1st READING**
☐ NEW BUSINESS
☐ OTHER

Approved by Town Manager

Bambi

McKibbon-Turner

Date:

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town
 of Lake Park, ou=Assistant Town Manager/
 Human Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.10.31 09:41:36 -04'00'

Anders Viane / Planner
 Name/Title

Originating Department: Community Development	Costs: \$ Legal Review Funding Source: Legal Acct: #001-514-108-31100 <input type="checkbox"/> Finance Jeff DaSilva	Attachments: • ORDINANCE __-2024
Advertised: Date: Will be advertised by Town Clerk 10 days prior to 2 nd Reading Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone AV or Not applicable in this case Please initial one.

Summary Explanation/Background:

This item is being brought forward pursuant to Commission direction as well as internal discussion with property owners who have expressed interest in a less-restrictive mural ordinance. Murals currently contribute to the unique placemaking of the Lake Park Downtown and are widely used for creating branding and a sense of place in other municipalities. However, the Town's current

mural ordinance restricts a mural's duration to five years before requiring it be removed or changed or extended, requiring a new permit. The proposed amendments to Chapter 71 would allow for murals to be applied for on nonresidential buildings throughout the entire Town (not just the CRA), allow for murals to remain on buildings past five years provided they are maintained without deterioration exactly as approved, and allow for up to 100% of a wall to be covered by a mural, allowing for greater design flexibility. It's intended that these changes will increase the longevity of murals in the Town, creating lasting landmarks that contribute to Lake Park's unique sense of place.

Recommended Motion: I MOVE TO APPROVE ORDINANCE __-2024 on first reading.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AMENDING CHAPTER 60 OF THE LAKE PARK CODE OF ORDINANCES PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- ☐ SPECIAL PRESENTATION/REPORTS ☐ CONSENT AGENDA
☐ BOARD APPOINTMENT ☐ OLD BUSINESS
☒ **ORDINANCE ON 1st READING**
☐ NEW BUSINESS
☐ OTHER: _____

Approved by Town Manager Bambi McKibbon-Turner Date: _____
Nadia Di Tommaso / Community Development Director
 Name/Title

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/
 Human Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.10.30 14:10:38 -04'00'

Originating Department: Community Development	Costs: \$ Legal Review Funding Source: Legal Acct. #001-514-108-31100 <input type="checkbox"/> Finance <u>Jeff DaSilva</u> <small>Digitally signed by Jeff DaSilva DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, Date: 2024.10.30 12:31:07 -04'00'</small>	Attachments: → Ordinance __-2024 → FEMA presentation explaining why an Ordinance update is necessary
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required on 1st reading	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>ND</i> Please initial one.

Summary Explanation/Background:

In 2020 FEMA announced new prerequisites for CRS (Community Rating System) communities (for which Lake Park is a part of) to attain or retain a Class 8 in the CRS Program (a voluntary incentive program that recognizes and encourages community

floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP) and allows for flood insurance rate reductions to residents). In other words, if the prerequisites are not met, a community can attain no higher than a CRS Class 9 (and Lake Park is currently at a Class 8). Ordinance revisions are required.

Those ordinance revisions were required and were approved in early 2021.

In follow-up to those amendments, earlier this year FEMA notified the Town that in light of the upcoming revised Flood Insurance Rate Studies and Flood Insurance Rate Maps, additional updates were necessary. Lake Park is not adversely impacted by these updates however, our Ordinance needs to meet FEMA standards. Consequently, the enclosed Ordinance reflects the required changes by FEMA. Staff has been working with FEMA for the past few months to ensure the Ordinance meets their expectations and the enclosed Ordinance has been deemed acceptable by them and has also been reviewed and approved for legal sufficiency by the Town Attorney.

Recommended Motion: I move to APPROVE Ordinance -2024 on first reading.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Originating Department: Public Works

Agenda Title: Florida Power & Light (FPL) LED Lighting Agreement.

Approved by Town Manager:

Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake
Park, ou=Assistant Town Manager/Human Resources
Director, email=bturner@lakeparkflorida.gov, c=US
Date: 2024.10.15 10:22:44 -04'00'

Cost of Item: \$5,290.70 **Funding Source:** SPECIAL PROJECTS FUND

Account Number: 301-521-301-63100 **Finance Signature:** Jeff DaSilva

Digitally signed by Jeff DaSilva
DN: cn=Jeff DaSilva, o=Town of Lake Park,
ou=Finance Department,
email=jdsilva@lakeparkflorida.gov, c=US
Date: 2024.10.15 10:10:45 -04'00'

Advertised:

Date: N/A **Newspaper:**

Attachments: FPL Led Lighting Agreement and Resolution, CNV-Town of Lake Park Design, FPL LT-1 LED Lighting Agreement

Please initial one:

Yes, I have notified everyone.

JM Not applicable in this case.

Summary Explanation/Background:

The Town of Lake Park seeks Commission approval for the Florida Power & Light (FPL) LED Lighting Agreement. This agreement involves installing and modifying LED lighting at various locations within the town, including V/O 10 Ct, Northern Dr, Polar Dr, and other streets. The agreement will enhance energy efficiency and improve lighting quality by installing energy-saving LED fixtures. There is no cost to the Town for this project except for a Contribution in Aid of Construction (CIAC) of \$5,290.70, which has already been budgeted. The project aligns with the Town's goal of modernizing public infrastructure while reducing energy consumption.

Recommended Motion:

The department recommends that the LED Lighting Agreement between the Town of Lake Park and Florida Power & Light be approved for installing and modifying lighting facilities, as outlined in the agreement.



TOWN MANAGER COMMENTS
REGULAR TOWN COMMISSION MEETING
Wednesday, November 6, 2024

COMMUNITY DEVELOPMENT

- Gravel Driveway compliance update: As the Town Commission may recall, an amnesty period for non-conforming gravel driveways was granted through March 2026 by the Town Commission. Earlier this year, the 40 properties identified were provided with a copy of the Resolution enacting the amnesty period, along with information on the grant funds available to provide financial assistance. This month, a courtesy reminder letter was mailed to property owners along with a copy of the grant application and guidelines as well. So far, **one** property owner has received grant funds under the program and has rendered their driveway in compliance. **Three** additional properties have complied by installing a new driveway surface that is code compliant without requesting grant funds. **One** more property is in process with a grant application (in review) and intends on moving forward with their driveway work in the next few months. Finally, **two** additional properties are either in permitting (or received a permit already) and will move forward with their driveway work in the next few months as well, and have not requested any grant funds. A total of **seven** properties (17.5%) have either complied, or are on their way towards compliance in these first 8 months of the amnesty period. Staff intends on continuing to mail reminders to property owners every 6-8 months, along with a copy of the grant application offering financial assistance.
- Staff was advised by the prior Town Manager that the Commission would be interested in a policy change that would require town-wide mailings for projects of significance (i.e. mixed-use development projects), and for town-initiated workshops/forums. While this type of notification is already done for most town initiated workshops/forums that are of town-wide interest, is the Town Commission interested in having staff bring back a discussion item for increasing the noticing requirements for development projects of significance (i.e. mixed-use development projects) and for increasing the noticing requirements to a town-wide standard for all town initiated workshops/forums?

HUMAN RESOURCES

New Employees:

We are pleased to announce that the following new employees have joined our staff:

- Charles Vail, our new Dock Attendant at our Lake Park Harbor Marina
- Craig Lietzke and Antonio Sturgis, our new Groundskeepers in our Public Works Department

Mr. Lietzke and Mr. Sturgis are unable to attend tonight's meeting but will be at the next Commission meeting. Mr. Charles Vail is here this evening.

Craig Lietzke



Antonio Sturgis



LIBRARY

The Town of Lake Park once again participated in the Literacy Coalition of Palm Beach County's Read for the Record campaign held October 19-25, 2024. There were 76 readers who read "Piper Chen Sings" to 1,360 listeners at ten different locations to include Lake Park schools, preschools, a senior facility and a program for Autistic individuals to read for their enjoyment. Lake Park's first Read for the Record Festival was held on October 19 in Kelsey Park. Multilingual reading sessions took place in both English and Spanish. An additional book reading took place at the Town's Annual Fall Festival in Kelsey Park on October 25. Promotional information for Read for the Record was found on the Town and Library's Facebook pages, Nextdoor, Comcast Channel 18, Town's Newsletter, Town's Calendar and Town Hall's front marquis.

The library partnered with community groups and faith-based and educational organizations to promote Read for the Record to provide volunteers and reading sites. Much of our reading was to individuals at locations outside of the library. This promotes the library and allows us to reach individuals with information regarding ESOL and ELL programs and early childhood literacy programs such as lapsit and story time. The library would like to thank CareCrew, Bridges of Lake Park, and everyone else involved for their help with Read for the Record.

SPECIAL EVENTS

Vets Day Car Show

The Vets Day Car Show will be held on Sunday, November 10 from 9:00 a.m. – 3:00 p.m. in Kelsey Park. The event will also feature a special award in memory of the original event organizer, Mike Scott. For more information please contact Stefanie Scott at 772-834-8028.

Centennial Memorial Park Ribbon-Cutting Ceremony & time Capsule Viewing

Join us for a ribbon-cutting ceremony celebrating the opening of Centennial Memorial Park on Saturday, November 16 from 9:00a.m. – 11:00 a.m. You can also view the contents of the Centennial Time Capsule, which will be buried at the Clock Tower on Park Avenue. For more information, contact the Special Events Department at 561-840-0160.

Holiday Decorating Contest

The Town's Holiday Decorating Contest is back. Registration is open now through December 11. All decorations must be visible from the street for judging. For more information, contact the Special Events Department at 561-840-0160.

TOWN CLERK

Municipal Election 2025 - There will be four (4) Town Commission seats up for election this coming March 2025. The qualifying period for this election started yesterday and ends Tuesday November 19, 2024 at noon. Anyone interested may contact the Clerk's office for further information at 561-881-3311 or email townclerk@lakeparkflorida.gov. Qualifying information is also available on the Town's website.

PALM BEACH NORTH CHAMBER PROSPERITY AGENDA

The Palm Beach North Chamber of Commerce is in the process of drafting its 2025 Legislative Agenda and wants to ensure they are aligned with its stakeholders. Attached is the Draft Agenda from last year that the Chamber is in the process of refreshing for 2025. Please advise if there are any efforts that should be included regarding the Town of Lake Park. Such feedback is requested by November 15, 2024.

SEACOAST UTILITY AUTHORITY BOARD ACTION

During the current fiscal year, Seacoast will initiate its multi-year plan to replace its Lake Park water distribution system. This project will be completed in phases designed to mitigate public inconvenience and to allow Seacoast's relatively small Engineering Department staff to effectively administer the work.

The first of these projects will be Phase 8A, a section of Lake Park bounded on the north by Northlake Boulevard, on the south by Northern Drive, on the east by Flagler Blvd, and on the west by Prosperity Farms Rd. Water mains in this area were installed over 60 years ago and are typically 4-inch, 6-inch, and 8-inch cement composite, a pipeline material that Seacoast no longer uses. Pipeline failures been modest in number here, but the pipe is nearing the end of its design life. It is very brittle, requires special handling, and when failures begin in a community, their frequency tends to accelerate.

Phase 8C is a section of Lake Park bounded on the north by Northlake Boulevard, on the South and East by West Jasmine Drive and on the west by 10th Street. Water mains in this area were installed beginning in 1960 and are typically 4-inch, 6-inch, and 8-inch cement composite, a pipeline material that Seacoast no longer uses. Pipeline failures been modest in number here, but the pipe is nearing the end of its design life. It is very brittle, requires special handling, and when failures begin in a community, their frequency tends to accelerate.

At its 10/23/2024 Board meeting, the Seacoast Utility Authority Board approved both items. There will be no cost to the Town. I asked Seacoast Executive Director Rim Bishop what the Town needs to do to prepare for these two projects. He replied there is nothing that the Town needs to do yet. Once the engineering contracts are approved, Seacoast will have them lay out the project. After they do that, Seacoast will contact the Town to see if we would like for Seacoast to host or attend a community meeting to present the projects, review the impacts and schedule, and respond to any questions. This would take place sometime next year. Rim Bishop has advised that all such projects will take place in road rights-of-way and existing easements of record, not on residents' private property

TOWN COMMISSION CONSENSUS

Holiday Office Closures

We're seeking consensus on closing the Marina on Thanksgiving Day, Christmas Day, and closing early on Christmas Eve at 2:00pm. For your information we were closed on both Thanksgiving Day and Christmas Day last year. The Marina Director also received no

complaints from any Marina Tenants or Members of the Public on being closed either of those days last year. Freedom Boat Club is also closed on both of these dates, and Jetride will have limited hours of operation on both days. The Dive boats are also going to be closed for both holidays. Marina patrons will still have access to their boats even with the office closed, just no fuel or ice sales during that time. The ramp will also remain open and customers can pay via the Passport Parking App.

Upcoming Town Meetings:

Seeking Town Commission consensus regarding the rescheduling or cancellation of the following meetings:

Wednesday, December 4, 2024 Town Commission and regularly scheduled CRA Board Meetings. There will not be a quorum at these meetings as three members of the Town Commission/CRA Board will be attending the Florida League of Cities Legislative Conference, December 4-6, 2024 in Orlando.

Wednesday, January 1, 2025 Town Commission Meeting as this meeting falls on the New Year's Day holiday. The next scheduled Town Commission meeting is January 15, 2025.

Please advise how you wish to proceed with the rescheduling or cancellation of the Wednesday, December 4, 2024 and January 1, 2025 meetings.

VETERANS DAY HOLIDAY CLOSURE

Town of Lake Park Offices, including Town Hall, the CRA office, Public Works, and the Lake Park Public Library, will be closed on Monday, November 11, in observance of Veterans Day. The Lake Park Public Library will also be closed on Friday, November 8, and Saturday, November 9. The Lake Park Harbor Marina's operating hours will not be impacted by the holiday.

RESIDENTIAL SANITATION SCHEDULE FOR THE WEEK OF NOVEMBER 11

The residential sanitation schedule for the week of November 11 is as follows:

Monday, November 11: No residential sanitation collection in observance of Veterans Day

Tuesday, November 12: Garbage cart and vegetation collection

Wednesday, November 13: Recycling cart collection

Thursday, November 14: Garbage cart and bulk trash collection

Please contact the Public Works Department at 561-881-3345 with any questions regarding your sanitation collection.

19th
Annual

Item 3.



In Memory of "The Stripper"

Mike Scott

**Sunday, November 10th, 2024
9 AM - 3 PM**

Rain Date - November 17, 2024

**Kelsey 601 US Highway 1
Park Lake Park, FL**

**\$20 Registration CASH ONLY
No Pre Registration**

Open to all early and late model vehicles

**TOP 20 TROPHIES
Mike Scott Memorial Award**

**Food Truck on Site, Vendors
50/50 Drawing, Give Aways & More
FREE FOR SPECTATORS**

**For more info contact Stefanie Scott
772-834-8028 VetsDayShow@gmail.com**

CENTENNIAL MEMORIAL PARK RIBBON-CUTTING CEREMONY & TIME CAPSULE VIEWING



The Town of Lake Park and the Community Redevelopment Agency invite you to join us for a ribbon-cutting ceremony celebrating the opening of Centennial Memorial Park. You can also view the contents of the Centennial Time Capsule, which will be on display in the gazebo area. The Time Capsule will be buried at the Clock Tower on Park Avenue. For more information, please contact the Special Events Department at 561-840-0160 or specialevents@lakeparkflorida.gov.

SATURDAY, NOVEMBER 16, 2024
9:00 AM - 11:00 AM
CENTENNIAL MEMORIAL PARK
610 7TH STREET
LAKE PARK, FL 33403



2024 HOLIDAY DECORATING CONTEST

The Town of Lake Park invites you to show your holiday spirit by joining our annual Holiday Decorating Contest. Registration begins on November 1 and is open through December 11.

All registered participants are asked to have their decorations up and lights on from 6:00 PM to 9:00 PM December 12 through December 19.

All decorations and lights must be visible from the street for judging.

To register please contact the Special Events Department at 561-840-0160 or specialevents@lakeparkflorida.gov.

CATEGORIES

Best Lights

Best Animation

Best Lawn Display

Best Balcony Display

Best Theme

Best Overall

Winners will be announced on Friday, December 20.



In support of its mission to create a prosperous economy, high quality of life, and resilient and connected region, the Palm Beach North Chamber of Commerce requests your support for the following efforts.

RESILIENT AND CONNECTED REGION

1. Develop a regional risk and disaster preparedness, and recovery strategy.

- Strongly support a statewide plan for catastrophic disasters and resiliency with the establishment of metrics.
- Support funding for infrastructure hardening and resiliency.

2. Lead in smart region/city technologies.

- Support key enabling legislation and policy for technological innovation without overregulation.
- Promote grant funding opportunities from Florida Department of Transportation (FDOT) and FloridaCommerce, and other appropriate State agencies.
- Promote establishment of data center(s) near Palm Beach North.
- Expand the use of sales tax dollars for economic development to include technology implementation.
- Support key transportation and logistics Initiatives, as well as appropriate funding for FDOT projects.
- Support funding for broadband expansion, access, and affordability.

3. Prepare for multimodal transportation systems.

- Champion innovations in all modes of transportation.
- Ensure only authorized use of the State Transportation Trust Fund.
- Support funding for the expansion of the South Florida Regional Transportation Authority/Tri-Rail in its efforts to further improve connections between neighboring municipalities in Palm Beach North.
- Support funding for multimodal transportation efforts.

PROSPEROUS ECONOMY

4. Develop and retain a skilled workforce to meet Palm Beach North employer needs.

- Continue to develop and maintain career and vocational based training, advising and curriculum through workforce grant funding and other funding initiatives.
- Continue to support the construction, maintenance, and operation of Public Education Capital Outlay ("PECO") facilities within the Palm Beach North region.
- Prepare the workforce of tomorrow through financial support for Palm Beach State College, Florida Atlantic University, the School District of Palm Beach County, and CareerSource PBC (our "Educational Partners").
- Support higher education initiatives, including the following requests from Florida Atlantic University (FAU):
 - Support requests for operational and PECO funding to continue developing its College of Dentistry.
 - Support the FAU Health initiative, specifically the expansion of enrollment and programming in the FAU Schmidt College of Medicine, to continue bringing premier academic medicine to Southeast Florida.
 - Support continued funding of the Max Planck Scientific Fellows program at FAU to train the next generation of the best and brightest researchers.

5. Promote and support business recruitment and retention in Palm Beach North.

*



DRAFT 2025 Prosperity Agenda

- Support for Programs within the FloridaCommerce, including but not limited to Small Business Assistance, Economic Development, and Workforce Investments.
 - Encourage further reduction or elimination of business rent tax.
- 6. Foster the creation and growth of small businesses in Palm Beach North.**
- Support and promote greater access to affordable healthcare insurance.
 - Support the FloridaCommerce's efforts to assist small businesses.
 - Ensure continued support for Florida's Small Business Development Center network.
- 7. Identify and implement economic development priorities.**
- Support marine development projects.
 - Continue to promote and support Sober Homes and Addiction Recovery Regulation, as well as associated legislation to address Palm Beach County's opioid crisis.
 - Continue to support the authorization of expanded gaming opportunities in Palm Beach County (e.g. sports betting) at licensed pari-mutuel facilities.
 - Protect home rule authority, preserve essential local control, and oppose statewide preemptions, except under conditions where State preemption is appropriate.
- 8. Foster innovation and diversifying our economy by growing targeted industries.**
- Promote public infrastructure and workforce training across Palm Beach County through funding from the Florida Jobs Growth Grant.
 - Ensure continued support and development of Bioscience Research in Palm Beach North (e.g. Biomedical Research Trust Fund investment and allocations).
 - Promote funding, placement, and collaboration for innovative programs within Palm Beach North, including those linked to our Educational Partners like The Wertheim UF Scripps Institute and TMRW Sports at Palm Beach State College.

HIGH QUALITY OF LIFE

- 9. Expand housing options, with concentration in funding essential services housing by supporting legislation that addresses:**
- Property insurance reform to ensure availability of affordable property owners' insurance.
 - Full funding and protection of the Sadowski Local Government Housing Trust Funds.
 - Incentivize neighborhood mobility options for affordable housing development that will connect to current public transit networks.
 - Meaningful ways to create measurable increases in workforce housing, including regulatory reform and incentives.
- 10. Coordinate local growth, development, and environmental stewardship plans.**
- Enact long-term, economically viable, sustainable water and environmental policies that address:
 - Adequate funding and other resources with accountability requirements for FDEP and the Water Districts, including necessary research for causes of algae and red tide issues.
 - Development of a state program for a strategy and funding to convert septic to sewer.
 - A strategy, and funding, for the implementation of Comprehensive Everglades Restoration Plan (CERP).
 - To ensure improved water quality in the Loxahatchee River Watershed, support appropriations requests that have been approved and ranked by the Loxahatchee River Preservation initiative.
 - Support State funding for the Town of Mangonia Park's "Modernization and Expansion" of its water treatment plant.
 - Support funding to provide capital improvements to State-owned Tequesta Park.

*



- Support State funding to ensure completion of the Town of Palm Beach Shores and Town of Lake Park dredging to improve safety for recreational boaters.

11. Promote and enhance early learning through grade 12 education system.

- Support charter school options and accountability.
- Support funding and increased access to early learning programs.
- Fund full-day, high quality Voluntary Pre-K program for all.
- Support increased State funding for mental health services and increase the Safe Schools categorical allocation.
- Fully fund student security requirements without the need for the local community funding.
- Increase the Base Student Allocation to allow increases Florida's teacher base salary, address compression, and ensure salary increases for all teachers.

12. Promote region as tourist destination, including growth of hospitality industry.

- Support for maintaining non-restrictive VISIT FLORIDA funding to ensure Florida continues to be top of mind as a leading vacation and meeting destination.
- Support beach and inlet management appropriations for Palm Beach North communities on a Local, State, and Federal level.
- Oppose adding any additional uses for Tourist Development Tax revenues to avoid diminishing the effectiveness of these dollars for the promotion and marketing of tourism.
- Support funding for local public safety initiatives to promote tourism in Palm Beach North.
- Fully fund the 2025-2026 Division of Arts & Culture grant recommendations, which include over \$7.6 million in critical funding for Palm Beach County's arts and cultural sector.



Town of Lake Park
PUBLIC COMMENT CARD

Item 3.

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

Meeting Date 11/6/24

Cards must be submitted before the item is discussed!!
***Three (3) minute limitation on all comments

Name: JO PORTER
Address: 720 PARK AVE

If you are interested in receiving Town information through Email, please provide your E-mail address: ajomama@gmail.com ✓

I would like to make comments on the following Agenda Item:

MURAL

WHICHEVER.

I would like to make comments on the following Non-Agenda Item(s):

MURAL.

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



Town of Lake Park
PUBLIC COMMENT CARD

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Meeting Date 11/6/24

Cards must be submitted before the item is discussed!!

***Three (3) minute limitation on all comments

Name: John L. Linden
Address: 568 N. Redwood Dr

If you are interested in receiving Town information through Email, please provide your E-mail address: _____ ✓

 I would like to make comments on the following Agenda Item:

I would like to make comments on the following Non-Agenda Item(s):

GENERAL COMMENT

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



Town of Lake Park
PUBLIC COMMENT CARD

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Meeting Date

11/06/2024

Cards must be submitted before the item is discussed!!

***Three (3) minute limitation on all comments

Name:

JAMES SULLIVAN

Address:

348 FLAGLER BLVD.

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

I would like to make comments on the following Non-Agenda Item(s):

NEED FOR A STREET RANGE RUN BY CITY

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



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Cards must be submitted before the item is discussed!!

***Three (3) minute limitation on all comments

Name: Brady Drew

Address: 538 Seibal Palm Dr

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

#15 - Lake Shore Dr Trees

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



Town of Lake Park
PUBLIC COMMENT CARD

Item 3.

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

Meeting Date 11-6-24

Cards must be submitted before the item is discussed!!

***Three (3) minute limitation on all comments

Name: Shana Phelan

Address: 718 Evergreen Dr

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

#16 Tree Plantings

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **November 20, 2024**

Agenda Item No.

Agenda Title: **Resolution Canceling the December 4, 2024 Regular Commission Meeting.**

- | | |
|--|---|
| <input type="checkbox"/> SPECIAL PRESENTATION/REPORTS
<input type="checkbox"/> BOARD APPOINTMENT
<input type="checkbox"/> PUBLIC HEARING
<input checked="" type="checkbox"/> NEW BUSINESS
<input type="checkbox"/> OTHER: _____ | <input type="checkbox"/> CONSENT AGENDA
<input type="checkbox"/> OLD BUSINESS
<input type="checkbox"/> ORDINANCE ON FIRST READING

 |
|--|---|

Approved by Town Manager

Bambi

McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake
 Park, ou=Assistant Town Manager/Human
 Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.11.07 15:19:40 -05'00'

Vivian Mendez, MMC, Town Clerk

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <p style="text-align: center;">Resolution</p>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ <p style="text-align: center;">OR</p> Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

The Town of Lake Park conducts its regular meeting on the first and third Wednesday of each month. The first meeting in December 2024 the Commission will be attending a conference and there will be no quorum that evening.

The purpose of this Resolution is to formally cancel the December 4, 2024 Regular Commission Meeting.

Recommended Motion: I move to approve Resolution _____

RESOLUTION 100-11-24**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA
CANCELLING THE FIRST REGULAR SCHEDULED
MEETING FOR THE MONTH OF DECEMBER
2024; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, The Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Section 2-51(6) of the Lake Park Code of Ordinances requires a resolution to cancel or reschedule a regular meeting; and

WHEREAS, the Town Manager has recommended to the Town Commission the cancellation for the December 4, 2024; and

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION
OF THE TOWN OF LAKE PARK:**

Section 1. The foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are incorporated herein.

Section 2. The regular scheduled meetings for December 4, 2024 is hereby cancelled.

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

The foregoing Resolution was offered by lh'<'f.(D /a5.
 who moved its adoption. The motion was seconded by 551 Id.Jf
1)1

and upon being put to a roll call vote, the vote was as follows:

AYE NAY

MAYOR ROGER D. MICHAUD

VICE-MAYOR KIMBERLY GLAS-CASTRO

COMMISSIONER €N5I j

COMMISSIONER MARY BETH TAYLOR

COMMISSIONER JUDITH E. THOMAS

The Town Commission thereupon declared the foregoing Resolution rt-10.,,)'/
 duly passed and adopted this }bf{1 day of ...,r'k...a><eb?)_l, 2024.

TOWN OF LAKE PARK, FLORIDA

B


MAYOR

TEST:


VIVIAN MENDEZ
 Deputy TOWN CLERK *Laura Weidgans*



Approved as to form and legal sufficiency:


 BY: THOMAS J. BAIRD
 TOWN ATTORNEY



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Originating Department: Public Works

Agenda Title: Resolution: Authorizing and Directing the Mayor to Piggyback on the Department of Management Services Alternate Contract Source (ACS) No. 30161700-24-SRCWL-ACS for Flooring Materials with Interface Americas, Inc., located at 1280 West Peachtree Street NW, Atlanta, GA 30309

Approved by Town Manager: **Bambi McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=btturner@lakeparkflorida.gov, c=US
 Date: 2024.11.12 13:43:58 -05'00'

Cost of Item: \$124,009.20 **Funding Source:** PBC Discretionary Surtax

Account Number: 301-521-301-63100 **Finance Signature:** Jeff DaSilva

Digitally signed by Jeff DaSilva
 DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdsilva@lakeparkflorida.gov, c=US
 Date: 2024.11.12 13:25:16 -05'00'

Advertised:

Date: N/A **Newspaper:**

Attachments: Agreements between the Town of Lake Park and Interface Americas, Inc.
 Resolution Authorizing and Directing the Mayor to Piggyback on the Department of Management Services Contract Source No. 30161700-24-SRCWL-ACS for Flooring Materials
 Contract Agreement between the Department of Management Services and Interface Americas, Inc., for Flooring Materials

Please initial one:

____ Yes, I have notified everyone.

JM _____ Not applicable in this case.

Summary Explanation/Background:

The Town of Lake Park's library flooring requires replacement due to wear and outdated materials. We propose utilizing a piggyback on the State of Florida's Alternate Contract Source (ACS) (Contract No. 30161700-24-SRCWL-ACS) to address this need with Interface Americas, Inc. This agreement, managed by the Florida Department of Management Services, provides Nora flooring materials at competitive, pre-negotiated rates, ensuring cost-effective procurement with streamlined compliance.

Nora flooring is known for its durability, sustainability, and ease of maintenance, making it a suitable

choice for high-traffic areas such as public libraries. By adopting this material, we aim to enhance the library's aesthetic appeal and functionality while aligning with our commitment to sustainable, long-lasting infrastructure improvements.

By piggybacking on this existing contract, the Town can expedite the procurement process, secure competitive pricing, and engage contractors already demonstrating their qualifications and performance under the Florida Department of Management Services. This approach adheres to local and state procurement regulations and allows the Town to benefit from the established contract terms without the need to issue a new bid.

Recommended Motion:

The department recommended that the Town Commission approve the request to piggyback on the Florida Department of Management Services contract (Contract No. 30161700-24-SRCWL-ACS) with Interface Americas, Inc. for flooring Material (Nora Flooring).

RESOLUTION NO. 101-11-24**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR NORA FLOORING WITH INTERFACE AMERICAS, INC., AND PROVIDING FOR AN EFFECTIVE NOVEMBER 20, 2024.**

WHEREAS, the Town of Lake Park (Town) requires a contractor to perform the replacement and installation of Nora Flooring to the Town Library; and

WHEREAS, the Department of Management Services (Department) Alternative Contract Source (ACS) No. 30161700-24-SRCWL-ACS for Flooring Materials, with Related Supplies and Services; and

WHEREAS, according to Alternate Contract Source (ACS) process, the Department awarded a contract for Flooring Material to Interface Americas, Inc. (Contractor); and

WHEREAS, the Department entered into an agreement with the Contractors; and

WHEREAS, the Department's Agreement allows other governmental entities to cooperatively purchase services from the Contractors based upon the same terms, services, and pricing as provided for in the Department of Management Services Agreement; and

WHEREAS, the Town has reviewed the scope of services outlined in the agreement that the Department executed with the Contractors and determined that the services and pricing offered meet the Town's requirements for Flooring Materials, with Related Supplies and Services (Nora Flooring); and

WHEREAS, the Town has determined that it would be appropriate to take advantage of the cooperative purchasing provision contained in the Department's Agreement in accordance with Florida Statutes and the Town's procurement regulations; and

WHEREAS, the Town Commission finds that it is in the town's best interest to enter into an agreement with the Contractors pursuant to the same terms, conditions, and pricing as contained in the Department of Management Services Contract Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1: The foregoing recitals are incorporated herein.

Section 2: The mayor is hereby authorized and directed to execute the necessary documents to effectuate the agreement attached hereto and incorporated herein as Exhibit "A".

Section 3: This resolution shall take effect immediately upon its execution.

Agreement

This Agreement for Flooring Material (Nora Flooring) ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (the "Town"), and Interface Americas, Inc. (Contractor), located at 1280 West Peachtree Street NW, Atlanta, GA 30309, (the "Contractor").

RECITALS

WHEREAS, the Town is dedicated to implementing sustainable, durable infrastructure solutions that promote long-term value and environmental stewardship; and

WHEREAS, the Department of Management Services (Department), an agency of the State of Florida (State), through an Alternate Contract Source (ACS) process, for Flooring Materials, with Related Supplies and Services (the Services) pursuant to contract No. 30161700-24-SRCWL-ACS; and

WHEREAS, the Department awarded a contract to Interface Americas Inc. (Contractor); and

WHEREAS, as part of its contract, the Contractor agreed to offer to other governmental entities the same terms, pricing, and conditions; and

WHEREAS, the Department's agreement with the Contractor permits the Contractor to provide the Services to other governmental entities pursuant to cooperative purchasing, commonly known as piggybacking; and

WHEREAS, the Town has determined that it is in the best interest of the Town to enter into an agreement with the Contractor for the Services based upon the same conditions, pricing and terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:

1. The recitals are true and correct and are incorporated herein.
2. Scope of Services.
 - a. The Contractor agrees to provide the Town the Services contained in its agreement with the Department for Flooring Material with related supplies and services. A copy of the Department's agreement with the Contractor is attached hereto and incorporated herein as Exhibit A.
3. Term.
 - a. The term of this Agreement shall begin upon execution by both parties. It shall continue for the same duration as the Department's Agreement,

from the beginning of August 25, 2023, through August 09, 2027, including any extensions or renewals, unless terminated earlier in accordance with the provisions herein.

4. Compensation.
 - a. The Town agrees to pay the Contractor according to the pricing structure established in the Contractor's agreement with the Department. Payments by the Town shall be made upon receipt of proper invoices submitted by the Contractor and are subject to Town approval.
5. Compliance with Laws.
 - a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.
6. Records Retention/Ownership/Audit.
 - a. The Contractor shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the Town to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format compatible with the Town's information technology systems.
 - b. The Town has not performed a pre-audit of the Contractor's or Sub-contractor's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Contractor shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Contractor's and any Sub-Contractor's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.
 - c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Contractor in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative

works. The Town shall not hold the Contractor responsible if documents are used for other purposes than intended.

7. Public Records.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement and following completion of this Agreement.
- d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or its Sub-Contractors related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the work and services for the Project, the Contractor shall destroy any duplicate public records that are exempt from public records disclosure. If the Contractor shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Contractor acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall 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.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

8. Insurance and Indemnification.

- a. The Contractor shall maintain insurance coverage as required under the City of Dania's Agreement and provide proof of such coverage to the Town before commencing any work. Additionally, the Contractor agrees to indemnify and hold harmless the Town, its elected and appointed

officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.

9. Termination.

- a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the termination date.

10. Governing Law and Venue.

- a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

11. Entire Agreement.

- a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

ATTEST:

TOWN OF LAKE PARK

BY: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this ____ day of _____ 2024, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

Notary Public, State of Florida

**CONTRACTOR
INTERFACE AMERICAS, INC.**

By:_____

Its:_____

Printed

Exhibit “A”

Interface Americas, Inc.

1503 Orchard Hill Rd
Lagrange, GA 30240
800-634-6032

PROPOSAL
Item 5.

Project Name	Cust ID#	Quote #
LAKE PARK LIBRARY	112543	61092
Project Manager	Phone	Quote Created
ROBIN HANSCOM	770-975-4829	10/30/24

Sold To: 112543
TOWN OF LAKE PARK
535 PARK AVE
LAKE PARK FL 33403

Job Site: 103622
LAKE PARK LIBRARY
529 PARK AVE
LAKE PARK FL 33403

Sourcewell Contract #061323-IFA - State of FLA
30161700-24-SRCWL-ACS

QTY	UNIT	DESCRIPTION	COLOR # / NAME	SELL	TOTAL
7,240.00	SF	NORAPLAN CONVIA 2MM TILES		\$5.06	\$36,634.40
8.00	EA	NORA® AC MR 95 ADHESIVE	ADHESIVE DISPERSION	\$306.02	\$2,448.16
1.00	EA	SHIPPING AND HANDLING (PCS)		\$5,068.80	\$5,068.80
9.00	EA	MOISTURE TESTING		\$151.80	\$1,366.20
783.00	SY	DEMO, EXIST'G BROADLOOM		\$4.50	\$3,523.50
783.00	SY	DISPOSAL, FLOOR'G MTRLs (LABR)		\$2.88	\$2,255.04
436.00	LF	DEMO WALL BASE		\$0.72	\$313.92
436.00	LF	DISPOSAL RESILIENT		\$0.36	\$156.96
600.00	LF	S&I 6" COVE BASE		\$4.65	\$2,790.00
7,040.00	SF	FLOOR PREP, MINOR		\$0.90	\$6,336.00
783.00	SY	LIFT SYSTEM		\$19.92	\$15,597.36
7,040.00	SF	INSTALL NORA TILES		\$5.82	\$40,972.80
783.00	SY	FURNITURE, MOVING		\$7.62	\$5,966.46
84.00	LF	S & I TRANSITIONS		\$6.90	\$579.60

*Please see Clarifications and Exclusions page for full details of quotation. Please note: If paying with a credit card, a 3% fee will be applied to the total value of the quotation. If you are tax exempt for this purchase, please provide a valid tax exemption certificate to InterfaceServices. Without a valid certificate, all orders are taxable, per terms and conditions of the governing state.

Material Subtotal	\$44,151.36
Labor Subtotal	\$79,857.84
Freight	\$0.00
Tax 7.000%	\$0.00
Fee Subtotal	\$0.00
Total	\$124,009.20

Signature

Date



Solicitation Number: 061323

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Interface Americas, Inc., 1503 Orchard Hill Road, LaGrange, GA 30240 (together with its Affiliates, Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States. Sourcewell issued a public solicitation for **Flooring Materials with Related Supplies and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires August 9, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information. Supplier acknowledges that a Participating Entity may procure the Products through an authorized flooring dealer/distributor/reseller/installer ("Dealer") pursuant to a separate agreement between the Participating Entity and such Dealer. Supplier agrees to sell the Products to any such Dealer at the prices set forth in the Proposal, subject to such Dealer's acceptance of Supplier's Standard Terms and Conditions of Sale, which will be provided to such Dealer. The Participating Entity is responsible for managing its relationships with any of its Dealers. The Participating Entity acknowledges that Dealers are not Supplier's personnel or Affiliates under the Agreement and, therefore, Supplier will not be held responsible for services provided by any Dealer. For the avoidance of doubt, references in this Agreement to liabilities and obligations of Supplier only relate to direct orders by the Purchasing Entity.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered

Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, the Participating Entity shall have 10 business days after receipt to inspect Products and report damages or issues to Supplier. Failure to inspect and report within 10 business days after receipt may, at Supplier's sole discretion, result in forfeiture of Participating Entities' right to further action, and the Participating Entity will be held responsible for the entire invoice amount. Supplier must permit the Equipment and Products that contain defects, shortages, or nonconformities to be returned within sixty (60) days at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier of such defects, shortages, or nonconformities in writing within sixty (60) days after delivery of Products and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. No action, regardless of form, arising out of or in connection with the sale of Products hereunder (other than an action by Supplier for any amount due to Supplier by a Participating Entity) may be brought more than one year after the cause of action was discovered.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States; such as federal, state, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
3. All custom orders are subject to applicable upcharges and a 10% production overrun. Custom orders may not be changed or returned. Participating Entity assumes full liability for payment on all custom orders, whether in the form of raw materials, work-in-process, or finished goods.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);

- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, and Products provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

Supplier shall have no obligation to pay an administrative fee hereunder unless and until payment is received from Participating Entities.

The amount of the administrative fee due for each Agreement quarter will be determined by the total net amount, excluding installation, adhesives, freight, taxes, allowances, claims and returns, of Products purchased by a Participating Entity during each quarter the administrative fee Program is in effect. NO ADMINISTRATIVE FEE SHALL APPLY TO INSTALLATION SERVICES.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Sourcewell or Participating Entity must provide at least thirty (30) days' written notice before any audit or inspection. Audits or inspections may not be carried out more frequently than once in any twelve-month period (unless required more frequently by Privacy Laws, an order of a supervisory authority, or otherwise agreed between the parties. Sourcewell or Participating Entity shall pay all reasonable costs and expenses (including without limitation any charges for the time engaged by Supplier, its personnel and professional advisers) incurred by Supplier in complying with this clause. Sourcewell or Participating Entity shall provide to Supplier a copy of any audit reports generated in connection with an audit carried out under this clause, unless prohibited by applicable law.

A. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

C. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

D. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. ***Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the United States in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

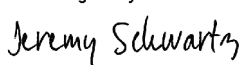
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

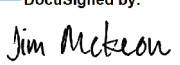
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
8/4/2023 | 2:16 PM CDT
Date: _____

Interface Americas, Inc.

DocuSigned by:

By: 145C81ACBCB7403...
Jim McKeon
Title: Interface VP of Sales
8/25/2023 | 9:30 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
8/25/2023 | 9:32 AM CDT
Date: _____

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

Company Name:	Interface Americas, Inc.
Address:	1503 Orchard Hill Road
	LaGrange, GA 30240
Contact:	Sharon Johnson
Email:	Contracts.Group@Interface.com
Phone:	706-812-6356
HST#:	582132517

Submission Details

Created On:	Tuesday April 25, 2023 07:28:58
Submitted On:	Friday June 09, 2023 11:55:32
Submitted By:	Sharon Johnson
Email:	Contracts.Group@Interface.com
Transaction #:	ee09b138-83bd-4166-8cbc-d6555f5a9f33
Submitter's IP Address:	99.1.170.231

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Interface Americas, Inc. (and its subsidiaries: nora Systems, Inc.; InterfaceSERVICES, Inc.)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Interface Americas, Inc. nora Systems, Inc. InterfaceSERVICES, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID (SAM): LHM7L6MMJMA6	*
5	Proposer Physical Address:	1503 Orchard Hill Road LaGrange, GA 30240	*
6	Proposer website address (or addresses):	www.Interface.com www.nora.com www.InterfaceSERVICES.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jim McKeon Interface VP of Sales 1503 Orchard Hill Road, LaGrange, GA 30240 T: (706) 812-6356 E: Contracts.Group@Interface.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shannon Griffiths Interface Key Accounts Director 1503 Orchard Hill Road, LaGrange, GA 30240 T: (720) 450-4614 E: shannon.griffiths@interface.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sharon Johnson Interface Contract Procurement Manager 1503 Orchard Hill Road, LaGrange, GA 30240 T: (706) 812-6356 E: Contracts.Group@Interface.com	

Table 2A: Depth and Breadth of Offered Equipment Products and Services

Item 5.

Line Item	Question	Response	
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>Interface is the worldwide leader in the design, production, and sale of Carbon Neutral environmentally-responsible modular flooring and an expert in providing installation and flooring recycling services.</p> <p>Interface Americas, Inc. is our product manufacturing division and the sole source supplier of Interface branded soft and hard surfaces. Interface modular carpet products are of premium quality from top to bottom. Our innovative backing systems set the industry standard for modular performance and recycled content while our carpet fibers are premium branded, 100% solution-dyed, post-consumer Type 6, and 6,6 Nylon. Interface Luxury Vinyl Tile (LVT) offers the durability and performance expected from our brand, is compatible with our carpet tile module sizes with no transition strips required, and is fully recycled along with our carpet tile at the end of life through our ReEntry® system. nora by Interface rubber floor covering is a powerhouse combination of sustainable quality and outstanding functionality. Pressed under high pressure, the tiles possess a thick, dense, non-porous surface. This makes them extremely resistant to wear and supports fast and easy cleaning.</p> <p>InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We assign a team that gets to know your business to truly understand how best to manage your projects from inception to completion. Through our ReEntry® program, Interface reclaims used carpet tile and LVT and ensure that nothing ends up in a landfill.</p>	*
11	What levels of service (material only, turnkey, other) are being proposed?	<p>Under the Interface preferred "One Point of Contact" distribution method, we promote full project management by purchasing products and services directly with the manufacturer through our turn-key division InterfaceSERVICES, Inc.</p> <p>Other distribution methods include our local 3rd party dealer partners. All local dealers that support the Interface brand can access this agreement to support our contract members.</p> <p>For small jobs where the member may have an internal department capable of installing flooring material themselves, buying products only direct from the manufacturer is an option.</p>	*
12	Does the response include installation services?	Yes	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	N/A	
14	How does the Participating Entity select an installer?	Interface has an extensive network of preferred 3rd party dealers in each state and throughout the world. All local dealers that support the Interface brand can access this agreement to support our contract members. Our local account representative is your primary point of contact and can provide a list of dealers upon request.	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	<p>All Interface dealer partners are managed by the InterfaceSERVICES labor manager who conducts periodic audits of their business and our credit depart reviews their financials to ensure their accounts with us are in good standing. Our installers attend summits to share best practices and receive training to keep them up to date on the latest trends in the industry.</p> <p>They are licensed and are authorized to sell and install the Interface and nora by Interface product lines. When applicable, they also carry the necessary insurance needed for construction work.</p>	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	No	*

Table 2B: Depth and Breadth of Offered Equipment Products and Services

Item 5.

Indicate below if the listed types of products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
17	Resilient	<input checked="" type="radio"/> Yes <input type="radio"/> No	
18	Ceramic	<input type="radio"/> Yes <input checked="" type="radio"/> No	
19	Porcelain Tile	<input type="radio"/> Yes <input checked="" type="radio"/> No	
20	Wood	<input type="radio"/> Yes <input checked="" type="radio"/> No	
21	Hardwood	<input type="radio"/> Yes <input checked="" type="radio"/> No	
22	Laminate	<input type="radio"/> Yes <input checked="" type="radio"/> No	
23	Rubber	<input checked="" type="radio"/> Yes <input type="radio"/> No	
24	Vinyl	<input checked="" type="radio"/> Yes <input type="radio"/> No	
25	Broadloom	<input type="radio"/> Yes <input checked="" type="radio"/> No	
26	Carpet Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	
27	Epoxy	<input type="radio"/> Yes <input checked="" type="radio"/> No	
28	Flooring hybrids	<input type="radio"/> Yes <input checked="" type="radio"/> No	
29	Floor mats	<input type="radio"/> Yes <input checked="" type="radio"/> No	
30	Rugs	<input type="radio"/> Yes <input checked="" type="radio"/> No	
31	Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
32	Services related to the removal (including take back and recycling), installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
33	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 4: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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34	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our proposal pricing is established as a ceiling price by product line item. At no time may the proposed products/services be offered according to this Contract at prices above this ceiling price without approval by Sourcewell. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of a Sourcewell Member. Allowable particular needs may include specific purchase volume considerations or the creation of custom programs based on the individual needs of Sourcewell Members.	Item 5.
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	The proposed labor rates are based on prevailing wage which is established by regulatory agencies for each trade and occupation employed in the performance of public work as well as by State Departments of Labor or their equivalents.	*
36	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The proposed pricing is a percentage discount of MSRP. - Interface Carpet Tile: 68% discount - Interface LVT: 64% discount - nora by Interface Sheet Vinyl: 64% discount - nora by Interface Rubber Flooring: 44% discount - Interface Adhesive and Flooring Accessories: 32% discount	*
37	Describe any quantity or volume discounts or rebate programs that you offer.	Proposed pricing is a ceiling price and additional discounts are available based on volume.	*
38	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All new styles introduced will be made available to the Sourcewell Member under the same terms and conditions of this agreement. Upon request, a Sourcewell member may request a "sourced good" from our Sales Representatives, and a formalized quote will be prepared under the same price discount structure of the proposed contract products.	*
39	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Contract pricing includes material costs and dealer service/project management fees. Federal, state, and local sales, use, excise, ad valorem, and other taxes, and all duties and fees imposed by any governmental authority, and installation are not included. Freight will be prepaid and added as a separate line on the invoice.	*
40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Interface contracts with established freight carriers to procure the best freight rates available for our customers. Freight will be prepaid and added as a separate line on the invoice.	*
41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will be prepaid and added as a separate line charge on the invoice. Shipping to Alaska and Hawaii is available. Interface has elected not to provide products and services to the Canada Sourcewell members at this time.	*
42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While Interface does not own a transportation fleet, we contract with established freight carriers to procure the best freight rates available for our customers. Interface utilizes environmentally responsible packaging that is designed, produced, and distributed to our customers in a sustainable manner, and that minimizes adverse effects on the environment. All packaging is compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements outlined in the UC Sustainable Practices Policy. Interface packaging meets the following criteria listed below: <ul style="list-style-type: none">• Uses bulk packaging.• Uses reusable packaging• Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product.• Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines.• Uses locally recyclable or certified compostable material.	*

Table 5: Payment Terms and Financing Options

Item 5.

Line Item	Question	Response *
43	Describe your payment terms and accepted payment methods.	<p>Interface offers Net 30 payment terms. Payment for the Product is expected according to the terms of the agreement, Net 30 pending creditworthiness. If not approved for credit terms, cash before delivery will be required. A 3% fee will be added to all orders paid via credit card. Payment for labor is due upon receipt of the invoice after installation completion. When the installation is required, InterfaceSERVICES and local dealers may invoice separately for the flooring materials.</p> <p>The following terms shall apply to all such purchase orders:</p> <ul style="list-style-type: none"> • Subject to approval by the Vendor's credit department, based on its evaluation of Sourcewell Member's creditworthiness in its sole discretion. In the event such approval is not received, terms of payment for sales to Sourcewell or its applicable Member are cash before delivery. • Any credit terms extended to Sourcewell, or its applicable Member herein or otherwise agreed to by Vendor in writing are subject to the continued approval of Vendor's factor or credit department. Should Sourcewell or its applicable Member's creditworthiness deteriorate in the commercially reasonable opinion of Vendor during the Term, Vendor shall have the right to revise the credit terms as it reasonably deems appropriate upon written notice to Sourcewell or its applicable Member, including, without limitation, requiring cash before production or before shipment.
44	Describe any leasing or financing options available for use by educational or governmental entities.	Interface does not offer leasing or financing options.
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>At interface, we want to enter, process, and ship your order as quickly, efficiently, and accurately as possible. In order to do that, we require the information listed below is to be included in every purchase order we receive under all purchasing and installation models outlined in response 68 under Ability to Sell and Deliver Service.</p> <ul style="list-style-type: none"> • COMPLETE COMPANY / INVOICING ADDRESS: Many times the product "ship-to" address is different than the address to which the invoice should be sent. It is critical that both of these addresses are included in every P.O. • PRODUCT NAME, COLOR NUMBER, AND NAME: At Interface, we have over 400 various standard and standard option products available in over 5000 different color combinations. We even have "product families," in which 2 completely different products may share the same color name. That is why it is critical that all of the information that describes the product ordered is included in every order. • ITEMIZED PRODUCT QUANTITY AND PRICES: We quote all of our modular carpet prices by the square yard and our LVT and rubber flooring in square feet. • ENDUSER (MEMBER) AND PROJECT JOB NAME: Project "Side Marks" or "Job Names" are important for both our customers and for Interface. For our customers, it is very helpful when tracking multiple orders for the same project or tracking numerous orders of the same product for different projects • DELIVERY OR "SHIP-TO" ADDRESS WITH PHONE NUMBER • CONTRACT NAME: To guarantee you receive the special pricing or terms as outlined in the agreement established between Interface and Sourcewell, the contract name should be noted on the order. If a dealer is purchasing on your behalf, please instruct your dealer to include this information on their orders to the mill.
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. A 3% fee will be added to all orders paid via a credit card.

Table 6: Audit and Administrative Fee

Item 5.

Line Item	Question	Response *
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Our large Customer Service department is divided into 5 regional teams allowing each team to build a personal relationship with their customers. All Customer Service members are trained by the Interface Contract Group on contract opportunities within their regions and are provided with a copy of the member's list and pricing.</p> <p>Upon receipt of a purchase order, 3 audits are required before releasing the order for shipment.</p> <ul style="list-style-type: none"> Audit 1 is performed by the customer service member that received the order before the order is entered. Any missing information or discrepancies are discussed with the customer placing the order. Audit 2 is performed after the order has been entered in the Interface JD Edwards System. Orders received report is sent daily to the AE and their sales support partner who is over those accounts. The report includes the sold-to information, the enduser, products ordered, pricing, and contract tags if applicable. Sales provide the 3rd audit by reviewing their orders received report focusing on enduser accuracy and contract compliance. It is imperative that the customer's purchase order includes the contract name "Sourcewell" and the contracting member (enduser) name be noted on the purchase order to be processed and tracked correctly. <p>ENDUSER (MEMBER) AND PROJECT JOB NAME: Sourcewell Member (Enduser) and Project "Side Marks" or "Job Names" are essential for both our customers and for Interface. For our customers, it is beneficial when tracking contract activity, multiple orders for the same project, or tracking numerous orders of the same product for different projects.</p> <p>CONTRACT NAME: To guarantee you receive the special pricing or terms as outlined in the agreement established between Interface and Sourcewell, the contract name should be noted on the order. If a dealer is purchasing on your behalf, please instruct your dealer to include this information on their orders to the mill.</p>
48	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Interface internal metrics to track the success of our contract would include:</p> <ul style="list-style-type: none"> - Year over Year revenue delta - New account creation from the contract - Overall annual revenue
49	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Interface offers our flooring solutions to Sourcewell and will pay an administrative fee of 2% per the terms outlined below. This Rebate Program shall begin upon the Effective Date of the Agreement and end with the agreement's expiration date.</p> <p>Sourcewell members' purchases will count towards earning a 2% rebate of product sales hereunder. For purposes of this rebate program, a purchase will be deemed to occur upon the Supplier's (or one of its affiliates') receipt of payment from Sourcewell Members. NO REBATE SHALL APPLY TO SERVICES.</p> <p>Within thirty (45) days after the quarter end of each Agreement Year, Supplier will issue rebate payment to Sourcewell via a check, wire transfer, or otherwise.</p>

Table 7: Company Information and Financial Strength

Line Item	Question	Response *	Item 5.
50	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Interface is a global flooring solutions enterprise with an integrated portfolio of carpet tile and resilient flooring products, where everything is third-party certified carbon neutral. With our design approach to flooring systems, we help our customers create high-performance interior spaces that have a positive impact on people's lives and the planet. Our range includes Interface® carpet tile and LVT, and nora® by Interface rubber flooring for commercial and residential spaces. It began in 1973 when our founder, Ray Anderson, saw a carpet tile in Europe and recognized its future potential in modern offices. He introduced the concept to America and started a commercial flooring revolution that would spread around the world. Our carpet tiles come in a wide variety of colors, patterns, textures, pile heights, and densities. These varieties are designed to meet both the practical and aesthetic needs of a broad spectrum of commercial interiors.</p> <p>In 2016, we began offering a category of products we call modular resilient flooring, and our first product introductions into this category were LVT products in the United States. Our LVT products are modular and come in sizes that match certain of our modular carpet tile squares and planks. Some of them are engineered to the same or similar height as our modular carpet, which means our customer has the ability to install our LVT and modular carpet products side by side without transition strips or layering.</p> <p>With the acquisition of nora in 2018, we began offering rubber flooring products under the established noraplan and norament brands which enhance the Company's fast-growing resilient flooring portfolio. Rubber flooring is ideal for applications that require hygienic, safe flooring with strong chemical resistance. Rubber flooring is extremely durable compared to other flooring alternatives.</p> <p>Our sustainability strategy began more than 25 years ago with initiatives aimed at reducing waste, environmental footprint, and costs. With our more recent Climate Take Back initiative, we seek to lead the industry in designing and making products in ways that will maintain a climate fit for life.</p> <p>Interface is third-party certified as a Carbon Neutral Enterprise. We neutralized our carbon impact across our entire business, including all operations and our full value chain, marking an important milestone toward our objective to become a restorative and carbon-negative enterprise by 2040.</p>	
51	What are your company's expectations in the event of an award?	Interface expects to have the opportunity to offer and sell its flooring products and related services to Sourcewell members throughout the United States. We also understand that while a Sourcewell contract would provide the opportunity to do business with Sourcewell members, Interface must compete with other vendors to win its share of the market.	*
52	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Interface is a large publicly traded corporation on the NASDAQ exchange under the symbol, "TILE." Interface has grown into a billion-dollar corporation. Interface is constantly trying to improve our innovation.</p> <ul style="list-style-type: none"> * 50 Years of Innovation. * Sales in 100+ Countries. * 3 Manufacturing sites on 4 Continents * 3,600 Global Employees * Global Revenue: 1.2 Billion. <p>A copy of our 2022 Annual Report has been provided as an attachment.</p>	*
53	What is your US market share for the solutions that you are proposing?	<p>Interface secured our status as a global, world-class flooring solutions company by flexing our strategic muscle to build and grow a diversified product portfolio. Just a few years ago, nearly 100% of our sales were from carpet tile. Today, we have reached more than \$120 million in LVT sales, and our acquisition of nora® has proven to be a resounding success as we continue to take share in the rubber category. Carpet tile accounts for approximately 60% of our 2022 sales.</p> <p>Our diversified product portfolio has helped us deliver on a segmentation strategy that has moved us outside of the office market and further into healthcare, education, multi-family, and public buildings – growth sectors that account for more than half of our global sales in 2022.</p>	*
54	What is your Canadian market share for the solutions that you are proposing?	Our sales in the Canadian market accounted for 10% of our 2022 Americas sales.	*
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Interface has never petitioned for bankruptcy protection.	*

56	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Interface Americas, Inc. is our product manufacturing division and the sole source supplier of Interface branded soft and hard surfaces. We currently have hundreds of Interface-employed sales representatives who interact with end-user customers as well as dealers/contractors located across the United States. Our business model incorporates the following methods to support products and services under the Sourcewell agreement: Our preferred "One Point of Contact" method, we promote InterfaceSERVICES to manage your projects. InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We assign a team of Interface employed personnel highly trained in managing your projects from inception to completion. Interface has an extensive network of preferred 3rd party dealers in each state and throughout the world. All Interface dealer partners are managed by the InterfaceSERVICES labor manager who conducts periodic audits of their business. They attend regular installer summits to share best practices and training to keep them up to date on the latest trends in the industry.	Item 5.
57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Interface has never been barred or suspended from doing business in any geographical area or business segment.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
58	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Interface Awards & Recognition</p> <p>2022 AWARDS</p> <ul style="list-style-type: none"> Healthcare Facilities Symposium Distinction Awards Metropolis Planet Positive Awards Spaces4Learning New Product Award 2022 Interior Design HiP Award - Education/Government/Institutional Flooring Honoree Interior Design HiP Award - Health & Wellness Flooring Winner Interior Design HiP Award - Workplace Carpet Honoree Interior Design HiP Award - Workplace Hard Flooring Honoree Interior Design HiP Award - Hospitality Flooring Honoree Interior Design HiP Award - HiP Manufacturer Rising Star Winner Interior Design Best of Year Awards - Honoree Metropolis Likes Winner E+E Leader Awards - Carbon Negative Carpet Tiles and Backings NYCxDesign - Finalist <p>2021 AWARDS</p> <ul style="list-style-type: none"> Fortune Change the World - Winner Interior Design HiP Award - Health and Wellness Winner Interior Design HiP Award - Hospitality Honoree Interior Design HiP Award - Education/Government/Institutional Honoree Interior Design HiP Award - Workplace Hard Surface Honoree Interior Design HiP Award - Workplace Carpet Honoree Interior Design HiP Award - Lifetime of HiPness Winner Interior Design HiP Award - Leader Honoree Interior Design HiP Award - Marketer Honoree Metropolis' #MetropolisLikes NeoCon Winner Reddot's 2021 Rubber Flooring Winner Interior Design's NYCxDesign Award Contract Flooring Honoree 2021 Sustainability Leaders Survey by GlobeScan and SustainAbility Metropolis' Planet Positive Award Honoree Spaces4Learning's New Product Award Winner Floor Covering Weekly's GreenStep Awards - Pinnacle Award Honoree Interior Design's NYCxDESIGN Award - Contract Flooring Honoree BuildingGreen's Top 10 Products for 2021 <p>2020 AWARDS</p> <ul style="list-style-type: none"> Fast Company's Most Innovative Companies - Energy Category

- Corporate Knights' Green 50
- Architect Magazine's Spring Product Call
- Metropolis' #MetropolisLikes NeoCon Award
- Floor Covering Weekly's GreenStep Awards - Practice / Process Nominee
- ArchDaily's Building of the Year 2020 Finalist
- Interior Design NYCxDesign Awards - Contract Flooring Honoree
- Interior Design HiP Award - Workplace Hard Flooring Honoree
- Interior Design HiP Award - Workplace Flooring Honoree
- Interior Design HiP Award - Manufacturer: Leader Winner
- Interior Design HiP Award - Hospitality Flooring Winner
- Designer Pages' Spec Star Winners
- Spaces4Learning's New Product Awards - Flooring
- Facility Executive's Readers' Choice Awards - Flooring
- BUILDINGS Product Innovations Award - Grand Prize Winner
- FacilitiesNet Vision Awards - Interiors Winner
- Spaces4Learning New Product Award - Building Interiors - Flooring
- Atlanta Business Chronicle Georgia's Top 50 Public Companies
- 2020 Sustainability Leaders Survey by GlobeScan and SustainAbility
- Indesign Live's 2020 Sustainability Awards - Green Building Material Innovation Winner
- Metropolis' #MetropolisLikes NYXxDESIGN Award Winner
- UN Climate Change's 2020 Global Climate Action Award Winner
- FX's 2020 International Interior Design Awards - Floor Covering Category Winner
- FX's 2020 International Interior Design Awards - Product Designer of the Year Category Winner
- Interior Design's 2020 Best of Year Awards - Modular Carpet Category Winner
- Interior Design's 2020 Best of Year Awards - Environmental Impact Category Honoree

2019 AWARDS

- Modern Luxury Interiors' 2019 Design Excellence Awards - Silver Winner
- Metro Atlanta Chamber's 2019 E3 Awards - Built Environment Award Winner
- 2019 Sustainability Leaders Survey by GlobeScan and SustainAbility
- World Architecture News Awards - Adaptive Reuse Category Winner
- Georgia Trend's Top 100 Public Companies
- Atlanta Urban Design Commission Awards - Award of Excellence for Sustainable Design
- AIA's Georgia Design Awards
- Interior Design's NYCxDesign Awards Contract Flooring Honoree
- Building Design + Construction's 101 Top Products of 2019
- Interior Design's Best of Year Awards - Sustainable Design Winner
- Atlanta Business Chronicle's 40 Under Forty Awards
- Floor Covering Weekly's GreenStep Awards
- Metropolis' #MetropolisLikes NeoCon Award
- BUILDINGS Product Innovations Award
- Interior Design HiP Award - Workplace Hard Flooring Winner
- Interior Design HiP Award - Health & Wellness Flooring Honoree
- Interior Design HiP Award - Marketer Honoree
- Interior Design HiP Award - Manufacturer Rising Star Honoree
- Interior Design HiP Award - Education/Government/Institutional Flooring Honoree
- Interior Design HiP Award - Manufacturer Leader Winner
- ARCHITECT Magazine's Spring Product Call

2018 AWARDS

- Fast Company's Innovation by Design Awards
- School Planning & Management and College Planning & Management 2018 New Product Award Winner
- Building Design + Construction's 101 Top Products - Flooring
- Interior Design's Best of Year Awards - Hard Flooring Honoree
- Interior Design's Best of Year Awards - Modular Carpet Honoree
- 2018 Sustainability Leaders Survey by GlobeScan and SustainAbility
- Georgia Water Coalition's Clean 13
- Floor Covering Weekly's GreenStep Awards - Product Winner
- BUILDINGS' Product Innovations Award Runner-Up
- Interior Design HiP Award - Workplace Flooring: Hard Surface Winner

59 What percentage of your sales are to the governmental sector in the past three years?

5% of Interface sales are attributed to governmental sector.

60 What percentage of your sales are to the education sector in the past three years?

15% of Interface sales are attributed to the educational sector.

61	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Interface's experience with state and education contracts is extensive. We continue to maintain cooperative agreements with Sourcewell, OMNIA, Equalis Group, and E&I. Our state and education contract sales continue to grow year over year. Interface holds forty-four state and education contracts of which seven of these state contracts utilize the Sourcewell agreement as their basis of award. Sales under our state, institutional, and cooperative purchasing contracts have exceeded fifty million dollars for the 2020-2022 term. During fiscal years 2020 and 2021, the COVID-19 pandemic impacted areas where we operate and sell our products and services. Government restrictions and shutdowns around the world resulted in lower contract sales, but we are seeing a strong recovery for the 2023 term exceeding, or pre-pandemic contract sales records.	Item 5. *
62	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Interface has held a Federal GSA contract for over thirty-nine years. Our GSA Contract (GS03F056AA) generates over one million in annual sales each year. Interface is proud to be a new supplier for the United State Air Force with a recently awarded five-year contract.	*

Table 9: Top Five Government or Education Customers

Line Item 63. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Penn State University	Education	Pennsylvania - PA	Supply and install Interface branded carpet tile, LVT and rubber flooring.	Over 120K Square Yards	Over 3.1 million	*
Ft. Worth ISD	Education	Texas - TX	Supply and install Interface branded carpet tile, LVT and rubber flooring.	Over 107K Square Yards	Over 2.3 million	*
Los Alamos National Laboratory	Government	New Mexico - NM	Supply and install Interface branded carpet tile, LVT and rubber flooring.	Over 118K Square Yards	Over 2.6 million	*
University of Georgia	Education	Georgia - GA	Supply and install Interface branded carpet tile, LVT and rubber flooring.	Over 103K Square Yards	Over 1.9 million	*
Eagle Mountain Saginaw ISD	Education	Texas - TX	Supply and install Interface branded carpet tile, LVT and rubber flooring.	Over 94K Square Yards	Over 1.8 million	*

Table 10: References/Testimonials

Line Item 64. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Pinellas County School Board	Chris Mano	727-547-7152; manoc@pcsb.org	*
School District of Manatee County	Rusty Moore	941-708-8800 x44112 Moore1r@manateeschools.net	*
Broward County Public Schools	Tony Grayson	754-321-4622 Tony.grayson@browardschools.com	*

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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65	Sales force.	<p>An important component of our competitive position is the quality of our management team and its commitment to developing and maintaining an engaged and accountable workforce.</p> <p>Our professional field sales staff will help you choose the flooring for your application and answer your product specification questions. We work with architects, designers, consultant engineers, flooring contractors, and owners every day. It's our job to provide comprehensive customer service, project planning, product specification, technical support, and dependable order processing.</p> <p>Our Key Accounts Directors are specialists in their field and their experience spans a wide spectrum of segments including healthcare, education, and public buildings. Their advice can be invaluable on complex projects. By sharing our specialized knowledge with you, we can help you specify flooring with the functional properties you need for different spaces. This gives you more time to focus on your overall design concept, which is particularly important on large-scale projects.</p>	<div data-bbox="1450 71 1555 128" data-label="Text">Item 5.</div> <div data-bbox="1502 258 1515 275" data-label="Text">*</div>
66	Service force.	<p>We assure Sourcewell that your members will be serviced to the highest level of attention and responsiveness. We have 40+ in-house and field service team members with many talents and areas of expertise from design concepts, and turn-key installation through our subsidiary, InterfaceSERVICES to recycle your old carpet through our ReEntry program.</p> <p>Our Technical Department is the primary contact for installation companies and contractors concerning sub-floor preparation, installation techniques, questions of care, and cleaning. We are always ready to share our knowledge of rubber flooring installation and maintenance. Warranty and maintenance manuals can be provided, and on-site training is available.</p>	<div data-bbox="1502 596 1515 613" data-label="Text">*</div>
67	Dealer network or other distribution methods.	<p>Interface has an extensive dealer network that has completed sales and installation training. They are licensed and are authorized to sell and install the Interface and nora by Interface product lines. When applicable, they also carry the necessary insurance needed for construction work.</p> <p>These authorized dealers are independently owned throughout the US and will be the point of contact for quotes, take-offs, logistics, and invoicing. Interface will make contract pricing available to local dealers.</p> <p>All local dealers that support the Interface brands can access this agreement to support our contract members. A list of dealers is available upon request.</p>	<div data-bbox="1502 879 1515 896" data-label="Text">*</div>

68	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	<p>We successfully employ the following purchasing and installation models for our contract members.</p> <p>1) MANUFACTURER - ONE POINT OF CONTACT: Under the Interface preferred "One Point of Contact" distribution method, we promote full project management by purchasing product and services directly with the manufacturer through our turn-key division InterfaceSERVICES, Inc. Mr. Barry Ryskamp will be the primary point of contact for the Sourcewell members with a highly skilled staff operating under his direction. The member's purchase order must be issued to InterfaceSERVICES at the address noted below.</p> <p>Interface Americas, Inc. dba InterfaceSERVICES, Inc. 106 Northpoint Parkway, Suite 300, Acworth, GA 30102 T: (800) 909-7757 E: Contract.Services@Interface.com F: (770) 966-1127</p> <p>2) LOCAL DEALERS - DEALER-ASSISTED PURCHASING: This route to market is through a network of independent dealers who carry out local delivery procedures and installation. These dealer partners and distributors are responsible for handling the project take-offs, placing the carpet material order to Interface, coordinating shipment to the job site with the customer, scheduling installation with the customer and any costs associated with these items, and the labor installation costs and labor warranty. Interface will make contract pricing available to local dealers. All local dealers that support the Interface brand can access this agreement to support our contract members.</p> <p>3) MANUFACTURER - MATERIAL SOURCE: Members planning the installation of small projects in-house and Local Dealers will purchase material only direct from the mill as their material source point of contact.</p> <p>Interface Modular Carpet and LVT Material Source:</p> <p>Interface Americas, Inc. 1503 Orchard Hill Road, LaGrange, GA 30240 Tel: (800) 634-6032 Email: Orders@Interface.com</p> <p>Interface Rubber Flooring Material Source:</p> <p>Nora Systems, Inc. (nora by Interface) 9 Northeastern Blvd, Salem, NH 03079 Tel: (800) 336-5096</p>	<p>Item 5.</p> <p>*</p> <p>*</p>
69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	<p>Interface firmly believes that our success as a leader in the commercial carpet industry and as a corporate role model in our global and local communities is closely tied to our relationships with our business partners.</p> <p>Interface has a nationwide network of independent dealers that can provide mill certified installation and service. Local dealers that offer the Interface brand will be able to support the needs of the contract members. To be included in the Interface dealer network program, each dealer has been trained in the installation of the Interface and nora by Interface branded flooring products and their financial standing has been reviewed by Interface.</p> <p>These professionals include established minority-owned service providers that will offer contract members an opportunity to expand their supplier bases with qualified and certified minority-owned suppliers.</p>	
70	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Interface Customer Service is located in LaGrange, Georgia, and Salem, New Hampshire where there is phone coverage from 8:00 a.m. until 5:00 p.m. EST, Monday through Friday. We currently have hundreds of Interface employed Account Representatives who interact with end-user customers as well as dealers located across the United States. Our representatives in your area will be the after-hours point of contact and can support all our your needs 24 hours a day.</p> <p>Standard Product Production Lead Time:</p> <ul style="list-style-type: none"> • Modular carpet tile (6 – 10 weeks) • LVT (8 – 12 weeks) • Rubber Flooring (8 – 12 weeks) 	<p>*</p>

71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Through our corporately employed sales staff and extensive dealer networks, we would be more than willing and capable to service all Sourcewell members across the United States.	Item 5.
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Interface has elected to not provide products and services to the Canada Sourcewell members at this time.	
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. Interface will support all geographic areas of the United States.	
75	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. Interface is not aware of any restrictions that would prohibit our ability to service all public sector market segments or US-based Sourcewell members.	
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Interface is not aware of any restrictions that would prohibit our ability to service these geographical areas.	

Table 12: Marketing Plan

Item 5.

Line Item	Question	Response *
77	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Interface has a dedicated marketing department and incredible online tools which will provide easy access to flooring samples and specifications by the Sourcewell members. Our ninety-day marketing plan begins from the award date of the agreement describing the strategy to market the agreement to public agencies nationwide immediately upon award. This plan could include, but is not limited to:</p> <ul style="list-style-type: none"> • Creation and distribution of a co-branded press release to trade publications • Announce contract details, and contact information through a multiple-touch email campaign to all Sourcewell members. • Design, publication, and distribution of co-branded marketing materials as needed per Interface's discretion. • At Interface's discretion, plan to attend and participate in national, regional, and Interfacerspecific trade shows, conferences, and meetings throughout the term of the agreement. <p>Ongoing marketing and promotion of the agreement to the members will continue throughout its term (case studies, collateral pieces, presentations, promotions, etc.)</p>
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our website can be found at www.Interface.com or www.nora.com. The website is a searchable online library of all products available on the Sourcewell contract. Here, customers can find out who we are as a company, high-level information about our products, market segment information, how to contact us, and the practices that have put us on the road to being a sustainable company.</p> <p>In addition, through our website, we have made it easy to view and request samples of our products. We also use technology that allows us to provide digital, simulated samples of our products, which helps reduce raw material and energy consumption associated with our samples.</p> <p>Connect with us: Facebook: https://www.facebook.com/Interface Twitter: https://twitter.com/InterfaceInc YouTube: https://www.youtube.com/c/interface Pinterest: https://www.pinterest.com/interface/ LinkedIn: https://www.linkedin.com/company/interface</p>
79	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's opportunity to market nationally with a unified contract message should continue to increase contracts arising from this RFP along with Sourcewell's continued guidance and encouragement of vendor relationships with an insight into the best way to support and serve their members.</p> <p>Interface will distribute the Sourcewell pricing and pricing strategy through email to our sales force individually providing the information to each representative. Further, Interface publishes an in-house newsletter called, "The Sales Playbook." This is published every month and will allow us to describe the product and pricing strategy for the Sourcewell contract. Finally, Interface also has an Internal Facebook called Workplace. All Interface sales associates have access to Workplace, and information, as well as the ability to ask and answer questions, is resident there.</p>
80	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Interface does not offer e-procurement ordering platforms for products or services. Due to the complex components a flooring project may require, a Sourcewell member-driven online selection and ordering process would not ensure the entire needs of the flooring project are taken care of.

Table 13: Value-Added Attributes

Line Item	Question	Response *
81	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Interface is a carpet manufacturer but can offer training and instruction manuals on proper installation and maintenance practices. Upon request, Interface can provide in-house maintenance training that includes a detailed explanation of our maintenance recommendations, a review of current equipment and chemicals, a walk-through of the facility pointing out areas of concern, and if needed, a live demonstration of the proper use of the maintenance equipment. We can accommodate any special request the client has including multiple training sessions for off-shift employees.</p> <p>Although we cannot offer a maintenance service program, our approved installers may have a solution. By implementing a routine carpet maintenance program, you preserve and maintain your floor covering and extend the life of your carpet investment.</p>

82	Describe any technological advances that your proposed products or services offer.	<p>Carbon Neutral Floors: The flooring products we sell are carbon neutral across the full product life cycle through our Carbon Neutral Floors program.</p> <p>Product Transparency: We enlist outside partners to evaluate the environmental and human impacts of our flooring.</p> <p>Recycling & Reuse: We have been actively collecting and recycling post-consumer vinyl-backed carpet tiles for more than 25 years.</p>	<p>Item 5.</p> <p>*</p>
83	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In more than twenty-five years since starting our sustainability journey, we have transformed our company and achieved aggressive goals. We have deeply reduced the environmental impacts of our business and operations, transformed our supply chain and our products, and implemented new business models.</p> <p>We remain committed to achieving the aspirational goals we set when we started our sustainability journey, and we continue to challenge ourselves to embrace transformational new goals. In 2016, we committed to a new mission – to reverse global warming and create a climate fit for life. Utilizing guidance under the UN's Sustainable Development Goals and other science-based methodologies, Climate Take Back™ calls us to find ways to not only operate a net-zero business but also to create a positive impact on the environment through our operations.</p> <p>Our Climate Take Back plan includes our goals to be carbon negative by 2040 and to operate our manufacturing sites with 100% renewable energy. Interface has significantly reduced its carbon emissions over the past few decades. The flooring products we sell — including carpet tile, LVT, and rubber — are carbon neutral across their full product life cycle through our third-party verified Carbon Neutral Floors™ program, as well as our business through our Carbon Neutral Enterprise program. Our programs are third-party verified to PAS 2060.</p> <p>Quantifying the Impact: We don't merely talk the talk on sustainability—we walk the walk.</p> <ul style="list-style-type: none"> • 76% of energy used at our manufacturing sites is renewable. • 96% reduction of market-based GHG emissions at our manufacturing sites. • 85% of manufacturing material waste sent to landfills are down since 1996. • 50% of the materials in our flooring products are recycled or bio-based. 	<p>*</p>
84	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellant materials, light reflectant).	<p>At Interface, we create floors that combine visual appeal, functional performance, and design freedom. Interface commercial flooring products can improve your space, including odor resistance and high-performance fibers.</p> <ul style="list-style-type: none"> • Our premium, solution-dyed fibers with a low modification ratio ensures long-lasting performance. We choose fibers with the highest recycled content possible (post-consumer and post-industrial) to lower the environmental impact of our products. • All Interface flooring and adhesives are third-party certified for low VOC emissions in compliance with the California Department of Public Health (CDPH) 01350 Standard. • i2 makes long-term maintenance easy and maximizes your bottom line. Less waste means more savings. • Industry-leading protection against the growth of mold, mildew, and other odor-causing microorganisms <p>Interface offers a breadth of LVT styles in various sizes and finishes from popular stones and woodgrains to playful patterns and sophisticated textures. As part of our overall flooring system, our LVT is designed to integrate with our carpet tiles, vinyl sheet, and nora® rubber. So, you can create a cohesive look throughout your space with flooring types that are just right for each area. Our LVT has a high-quality finish, making it ideal for residential and commercial environments.</p> <ul style="list-style-type: none"> • Our superior Sound Choice™ backing means less noise, even on hard floors – so you can build spaces made for concentration. • Our luxury vinyl tiles use a Ceramor™ ceramic bead coating – so it's resistant to scratching and scuffing. • LVT can be fit into place with ease, often without the need for transition strips. 	

85	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>At Interface, we are committed to product transparency. We voluntarily disclose product ingredients through Environmental Product Declarations (EPDs) and Health Product Declarations (HPDs). Over 90% of our products in carpet tile, resilient, and rubber are covered by EPDs. We also provide ingredient detail on our products through sustainable product certifications including Cradle to Cradle and Declare product labels.</p> <ul style="list-style-type: none"> Environmental Product Declaration (EPD): https://www.interface.com/US/en-US/sustainability/epds.html Health Product Declaration (HPD): https://www.interface.com/US/en-US/sustainability/hpds.html <p>We also provide ingredient detail on our products through sustainable product certifications including Cradle to Cradle and Declare product labels.</p> <ul style="list-style-type: none"> Carbon Neutral Floors: https://www.interface.com/US/en-US/sustainability/carbon-neutral-floors.html Cradle 2 Cradle Silver: https://c2ccertified.org/certified-products-and-materials/interface-modular-carpet-on-cquestbiobiox Green Label Plus: https://carpet-rug.org/testing/green-label-plus/?highlight=green%20label%20plus GREENGUARD Gold: https://spot.ul.com/main-app/products/detail/616489c83236aec8c1dc5062?page_type=Products%20Catalog FloorScore: https://www.scsglobal.com/services/floorscore 	Item 5.
86	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	Interface Americas, Inc. is a large, diverse, publicly-traded company. Our desire at Interface is to build opportunity while maximizing social responsibility and that desire has given rise to increasingly effective diversity initiatives in our company. Interface will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts, and direct Sourcewell members to SBA-defined local dealers in their area.	*
87	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Interface offers a unique and valuable resource with concept design services, turnkey project management, and flooring reclamation. Our team has many value-added services to help with all of your flooring needs.</p> <p>Services Offered:</p> <ul style="list-style-type: none"> Design Consultation – phone or field consultation with a concept designer Turnkey – finish plan and rendered plan, estimates, carpet and LVT, material and labor quotes, phasing schedules, and installation diagrams Design Service – 5 to 7-day turnaround Solution Providers – provide finish plan options Product/Color suggestions Multiple Locations – provide a consistent design and installation service Construction Documents – provide DXF file to the customer Technical Support – partner with installation teams to assure accurate installation <p>Turnkey project management: InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We dedicate a team that gets to know your business to truly understand how best to manage your projects from inception to completion.</p> <p>Carpet Recycling: ReEntry® is Interface's product end-of-life solution to keep as much flooring as possible out of landfills around the world. We will take our products as well as approved competitors' products back anywhere in the world. Interface's ReEntry program arranges for the reclamation, reuse, and recycling of our products, ensuring that no product that enters our system ends up in the landfill.</p>	*

Table 14A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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88	Do your warranties cover all products, parts, and labor?	<p>If a product fails to perform as warranted, Interface will correct the problem at no charge. Interface warrants its modular carpet and LVT products for up to 15 years from the date of invoice. Rubber flooring and accessories will have a site-specific wear warranty that will cover 10 years.</p> <p>All Interface products are warranted against excessive surface wear, edge ravel, backing separation, shrinking, stretching, and static electricity. A 20-year warranty is offered for modular carpets when used in the classroom, corridor, and office applications in schools (K-12 and higher education). Claims Procedure - Interface's carpet must be installed using the company's Installation guidelines and specifications to validate the warranty. We have a certified and trained technical support department, Customer Quality Assurance, which can respond quickly to assist with any issue or problem.</p> <p>See Attachment: Product and Workmanship Warranties - Interface Americas in support of the products offered in this RFP.</p>	Item 5.	*
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This warranty does not cover tears, burns, cuts, pulls, or other damage, deterioration, problems, or loss caused by abuse, neglect, misuse, improper installation, improper maintenance, flood, use on stairs, or use with athletic equipment. Moisture and pH testing are not the responsibility of Interface, and issues related to or arising from excessive moisture and/or pH are specifically excluded from this warranty except as expressly set forth herein and in Interface's installation instructions. This warranty does not cover any problems or damages arising from or related to the use of adhesives or non-recommended installation techniques or conditions.		*
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes		*
91	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>None, within the United States. All inquiries, complaints, or warranty claims should be directed to the local Interface sales primary point of contact any time of day, 24/7, 365 days/year. An immediate plan of action will be discussed with the Sourcewell members' point of contact and put in motion depending on the issue and action required. All resources available to Interface would be utilized to address the problem immediately. These resources include field service directors and technicians and local service providers, and partners. If immediate action is not necessary, a Customer Quality Response Form will be completed, forwarded, and assigned to one of the Field Service Directors who will review the claim. If resolution by phone is impractical, the claim will be assigned to one of the Field Service Directors, and the Sales Representatives will arrange for an on-site meeting with the customer and the installation floor covering contractor. At that point, a recommendation for the resolution of the claim will be made and expedited.</p> <p>Interface has elected not to provide products and services to the Canada Sourcewell members at this time.</p>		*
92	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The manufacturer's product warranty will apply.		*

93	What are your proposed exchange and return programs and policies?	<p>Interface takes full responsibility for our errors and supports our customers when their choice or products change.</p> <p>ORDER CHANGES: All order change and cancellation requests are subject to Seller approval and Seller reserves the right to use its sole judgment and discretion when and under what circumstances it will approve a change to or cancellation of an order. In the event Buyer desires to cancel any order after Seller's Order Confirmation has been sent to Buyer, Buyer shall be charged a minimum fee of 25% of the purchase price, which fee shall be due and payable to Seller within 30 days of cancellation. Buyer and Seller agree that the damages which Seller would incur in the event of cancellation are difficult to estimate and that the cancellation fee is a reasonable estimate of the likely damages in such event.</p> <p>INSPECTION: Buyer must inspect Products immediately upon delivery and report shortages or issues to Seller no later than 10 days after receipt. Failure to inspect and report within 10 days after receipt may, at Seller's sole discretion, result in forfeiture of Buyer's right to further action, and Buyer will be held responsible for the entire invoice amount. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages or nonconformities in Products are discoverable by inspection upon delivery of Products to Buyer, all obligations of Seller to Buyer with respect to such defects, shortages, or nonconformities (other than Seller's obligations under the Limited Warranty set forth below) shall be deemed to be waived by Buyer unless Buyer notifies Seller of such defects, shortages, or nonconformities in writing within sixty (60) days after delivery of Products. No action, regardless of form, arising out of or in connection with the sale of Products hereunder (other than an action by Seller for any amount due to Seller by Buyer) may be brought more than one year after the cause of action has arisen.</p> <p>RETURNS: All returns are subject to Seller approval and must comply with Seller's return policies as communicated by Seller at the time of return. No partial returns will be accepted. No adhesives will be accepted for return. At Seller's discretion, a restocking charge of 45% or more of the purchase price of Products may be charged on returns; credit will only be issued on receipt of material that is NEW and in SALEABLE condition.</p>	Item 5.
94	Describe any service contract options for the items included in your proposal.	<p>Interface is a flooring manufacturer. Although we cannot offer service contracts such as a flooring maintenance service program, our approved installers may have a solution outside of this agreement.</p> <p>Interface offers instructions on proper installation practices and in-house maintenance training that includes a detailed explanation of our maintenance recommendations, a review of current equipment and cleaning agents, a walk-through of facilities, and demonstrations for the proper use of the maintenance equipment. A contract is not required for these services and is free of charge to our customers.</p>	*

Table 14B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
95	Describe any performance standards or guarantees that apply to your services	Interface will monitor satisfaction through customer surveys, key performance indicators, and depending on Sourcewell preference, weekly, monthly, or quarterly business review meetings. Customer surveys monitor satisfaction rates for response time, quality of the information received, professionalism, and convenience. KPIs measure order accuracy, off quality, on-time delivery, purchase history, stock and hold inventory levels, diversity spending, and recycling. We have found the most effective way to measure customer satisfaction is through face-to-face business review meetings covering all the aforementioned topics.
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Sense of Urgency-Shipping first quality carpet on time is our number one priority. Our on-time delivery rate is greater than 95%. In 2022 our off-quality claim rate was 1.34% compared with industry average rates of 3% to 5%. It is our goal to address claims immediately and offer solutions in a timely and effective manner.

Exceptions to Terms, Conditions, or Specifications Form*Item 5.*

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell - Interface Americas, Inc. Price List 6.13.2023.xlsx - Friday June 09, 2023 11:00:16
 - [Financial Strength and Stability](#) - Annual Report 2022_Interface Americas.pdf - Monday June 05, 2023 13:29:17
 - [Marketing Plan/Samples](#) - Marketing Plan - Interface Americas, Inc.pdf - Tuesday June 06, 2023 11:12:27
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE_MBE_SBE Certification Statement_Interface Americas.docx - Friday June 09, 2023 11:42:22
 - [Warranty Information](#) - Product and Workmanship Warranties - Interface Americas.pdf - Thursday May 18, 2023 14:33:48
 - [Standard Transaction Document Samples](#) - Invoice Sample_Interface Americas.pdf - Friday June 09, 2023 07:49:10
 - [Requested Exceptions](#) - RFP_061323_Flooring_Contract_Template_IFS Redlines 05.17.2023.docx - Monday June 05, 2023 13:27:09
 - [Upload Additional Document](#) - Additional Documents_Interface Americas.pdf - Friday June 09, 2023 11:14:19

Bid Number: RFP 061323

Vendor Name: Interface Americas, Inc.

Addenda, Terms and Conditions**Item 5.****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

Item 5.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sharon Johnson, Contract Procurement Manager, Interface Americas, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_RFP_061323_Flooring Fri June 2 2023 03:02 PM	<input checked="" type="checkbox"/>	1
Addendum_6_RFP_061323_Flooring Tue May 30 2023 03:03 PM	<input checked="" type="checkbox"/>	1
Addendum_5_RFP_061323_Flooring Tue May 23 2023 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_4_RFP_061323_Flooring Thu May 18 2023 01:36 PM	<input checked="" type="checkbox"/>	2
Addendum_3_RFP_061323_Flooring Wed May 17 2023 04:25 PM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_061323_Flooring Tue May 16 2023 03:20 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_061323_Flooring Tue May 9 2023 09:07 AM	<input checked="" type="checkbox"/>	1

ORDERING INSTRUCTIONS	
<p>We successfully employ the following purchasing and installation models for our contract members.</p> <p>* All purchase orders and quotes should be itemized so contract rates for Product and Services can be easily verified.</p> <p>* The agreement name must be noted on all purchase orders.</p> <p>* LOCAL DEALERS - DEALER ASSISTED PURCHASING:</p> <p>Purchase products through local dealers. The members’ purchase order will be issued in the name of the selected local dealer. The local dealer will be the point of contact for quotes, take-offs, logistics, and invoicing.</p> <p>Interface will make contract pricing available to local dealers. All local dealers that support the Interface brand can access this agreement to support our contract members. A list of dealers is available upon request.</p>	
<p>* DIRECT PURCHASE FROM THE MANUFACTURER:</p> <p>Members and Local Dealers/GC's may purchase products from the appropriate mill supporting the Interface or nora by Interface brand as their product source point of contact. Separate purchase orders must be issued for each brand.</p> <p>- Find a Representative in your area: https://shop.interface.com/US/en-US/rep/</p> <p>- Turn-Key (material and installation) Quote Request Email: Contract.Services@Interface.com</p> <p>* Interface Modular Carpet and LVT Product Source:</p> <p>Interface Americas, Inc. 1503 Orchard Hill Road LaGrange, GA 30240 Fed ID: 58-2132517 - Tel: (800) 634-6032 - Order Desk Email: Orders@Interface.com</p> <p>* Interface Rubber Flooring Product Source:</p> <p>nora Systems, Inc. (nora by Interface) 9 Northeastern Blvd Salem, NH 03079 Fed ID: 06-1186935 - Tel: (800) 332-6672 Option 1 - Order Desk Email: Orders@nora.com</p>	
CONTRACT PRICING AND PAYMENT GUIDE	
<p>Product Offering: All Interface branded modular carpet, LVT and rubber flooring is offered under this agreement. * Recently Launched Styles not listed here are available under this agreement</p> <p>Product Pricing Structure: Contract pricing include Product cost only. Sales tax, shipping, California AB2398 Carpet Stewardship Assessment Fee (if applicable) and installation is not included. Sales or service taxes imposed on the dealer / contractor will be charged to the contract member for reimbursement</p> <p>Freight / Shipping Terms: FOB Destination, prepaid and added to the invoice. Freight charges to be disclosed at the time of order. In major metropolitan urban areas such as New York City and its immediate environs, it is the Interface policy that an order ship to the dealer-contractor of the end-use customer’s choice Contact your local Interface representative for a list of dealers in the State of New York area.</p> <p>Member Payment Terms: Payment for Product is expected Net 30 Days according to the terms of the agreement, and payment for labor is due upon installation completion. When installation is required, InterfaceSERVICES and local dealers may invoice separately for the flooring Products.</p> <p>Open Credit Account Terms: All contract members or dealers purchasing on behalf of the member desiring open credit with Interface will be required to supply a signed credit application prior to order submittal. A credit line will be established at the sole discretion of Interface's Credit Department. Open credit account terms for dealers sourcing material from Interface is Net 30. If the customer does not qualify for open credit, 100% payment is due before the material is shipped. A 3% fee will be added to all orders paid via a credit card</p> <p>California AB2398 Carpet Stewardship Assessment Fee: Soft surface product pricing does not include the California AB2398 Carpet Stewardship Assessment Fee. This fee will appear as a separate line item on invoices for soft surface products shipped to California locations.</p> <p>Installation and Sundry Item Notes: Local dealers that support the Interface brand are authorized to utilize these contract approved labor rates as a guide. Local dealer quotes including labor will be considered contract labor if these rates are utilized. Local dealer installation rates and sundry items may vary outside of these contract proposed rates, and would then be considered an open market labor quote on a job by job basis.</p>	

Interface

Brand	Category	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Americas	Carpet Tile	1388202500	AE310	Aerial	GlasBac®	50cm x 50cm	SY	\$86.40	67.74%	\$27.87
Interface Americas	Carpet Tile	138830AK00	AE311	Aerial	GlasBac®	25cm x 1m	SY	\$86.40	67.74%	\$27.87
Interface Americas	Carpet Tile	1389102500	AE312	Aerial	GlasBac®	50cm x 50cm	SY	\$86.40	67.74%	\$27.87
Interface Americas	Carpet Tile	163230AK00	AE315	Aerial	GlasBac®	25cm x 1m	SY	\$86.40	67.74%	\$27.87
Interface Americas	Carpet Tile	163270AK00	AE317	Aerial	GlasBac®	25cm x 1m	SY	\$86.40	67.74%	\$27.87
Interface Americas	Carpet Tile	125220AK00	AGLOW	Night Lights	GlasBac®	25cm x 1m	SY	\$85.64	67.74%	\$27.63
Interface Americas	Carpet Tile	147600AK00	ANGLE UP	Rising Signs	CQuest GB	25cm x 1m	SY	\$91.68	67.74%	\$29.58
Interface Americas	Carpet Tile	1412202500	ANTIQUITIES	Past Forward	GlasBac®	50cm x 50cm	SY	\$174.30	67.74%	\$56.23
Interface Americas	Carpet Tile	1312302500	APPLE OF MY EYE	Heartbeats	GlasBac®	50cm x 50cm	SY	\$86.65	67.74%	\$27.95
Interface Americas	Carpet Tile	1467902500	ARCHIVAL	Past Forward	GlasBac®	50cm x 50cm	SY	\$206.54	67.74%	\$66.63
Interface Americas	Carpet Tile	1411902500	ARLEY	Past Forward	GlasBac®	50cm x 50cm	SY	\$174.30	67.74%	\$56.23
Interface Americas	Carpet Tile	1266502500	B601	Net Effect	GlasBac® RE	50cm x 50cm	SY	\$188.05	67.74%	\$60.66
Interface Americas	Carpet Tile	1266702500	B602	Net Effect	GlasBac® RE	50cm x 50cm	SY	\$177.82	67.74%	\$57.36
Interface Americas	Carpet Tile	1266802500	B603	Net Effect	GlasBac® RE	50cm x 50cm	SY	\$152.86	67.74%	\$49.31
Interface Americas	Carpet Tile	125410AK00	BINARY CODE	Rising Signs	CQuest GB	25cm x 1m	SY	\$91.68	67.74%	\$29.58
Interface Americas	Carpet Tile	161680AK00	BITRATE	Streaming	GlasBac®	25cm x 1m	SY	\$105.03	67.74%	\$33.88
Interface Americas	Carpet Tile	146850AK00	BP410	Bike Path	GlasBac®	25cm x 1m	SY	\$94.08	67.74%	\$30.35
Interface Americas	Carpet Tile	146860AK00	BP411	Bike Path	GlasBac®	25cm x 1m	SY	\$94.08	67.74%	\$30.35
Interface Americas	Carpet Tile	1238602500	BREAKOUT		GlasBac®	50cm x 50cm	SY	\$86.65	67.74%	\$27.95
Interface Americas	Carpet Tile	1504902500	BRIDGE CREEK	Granite Mountain	CQuest GB	50cm x 50cm	SY	\$163.68	67.74%	\$52.80
Interface Americas	Carpet Tile	1417302500	BROOME STREET	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	\$175.31	67.74%	\$56.55
Interface Americas	Carpet Tile	1313402000	CAP ROCK	Lost Palms	GlasBac®	1m x 1m	SY	\$104.78	67.74%	\$33.80
Interface Americas	Carpet Tile	127950AK00	CE171	Ceremony	GlasBac®	25cm x 1m	SY	\$116.65	67.74%	\$37.63
Interface Americas	Carpet Tile	138880AK00	CE172	Ceremony	GlasBac®	25cm x 1m	SY	\$143.93	67.74%	\$46.43
Interface Americas	Carpet Tile	127960AK00	CE173	Ceremony	GlasBac®	25cm x 1m	SY	\$162.01	67.74%	\$52.26
Interface Americas	Carpet Tile	1411102500	CHESHIRE STREET	Past Forward	GlasBac®	50cm x 50cm	SY	\$186.39	67.74%	\$60.13
Interface Americas	Carpet Tile	1411502500	CIRCA THEN	Past Forward	GlasBac®	50cm x 50cm	SY	\$174.30	67.74%	\$56.23
Interface Americas	Carpet Tile	139300AK00	CIRCUIT BOARD	Visual Code	GlasBac®	25cm x 1m	SY	\$153.39	67.74%	\$49.48
Interface Americas	Carpet Tile	1378902500	CLOUD COVER	View From Above	GlasBac®	50cm x 50cm	SY	\$89.67	67.74%	\$28.93
Interface Americas	Carpet Tile	1034502500	COMPOSURE		GlasBac®	50cm x 50cm	SY	\$117.43	67.74%	\$37.88
Interface Americas	Carpet Tile	1474202500	COMPOSURE EDGE		GlasBac®	50cm x 50cm	SY	\$119.85	67.74%	\$38.66
Interface Americas	Carpet Tile	1462502500	CT101	Common Theme	GlasBac®	50cm x 50cm	SY	\$113.38	67.74%	\$36.57
Interface Americas	Carpet Tile	1425702500	CT102	Common Theme	GlasBac®	50cm x 50cm	SY	\$131.16	67.74%	\$42.31
Interface Americas	Carpet Tile	1380102500	CUBIC		GlasBac®	50cm x 50cm	SY	\$83.62	67.74%	\$26.98
Interface Americas	Carpet Tile	1382902500	CUBIC COLOURS		GlasBac®	50cm x 50cm	SY	\$88.84	67.74%	\$28.66
Interface Americas	Carpet Tile	139310AK00	DARNING	Visual Code	GlasBac®	25cm x 1m	SY	\$148.52	67.74%	\$47.91
Interface Americas	Carpet Tile	1250802500	DECADES	Past Forward	GlasBac®	50cm x 50cm	SY	\$206.54	67.74%	\$66.63
Interface Americas	Carpet Tile	139330AK00	DECIBEL	Visual Code	GlasBac®	25cm x 1m	SY	\$148.52	67.74%	\$47.91
Interface Americas	Carpet Tile	168310AB00	DESERT RANCH	Lost Palms	GlasBac®	50cm x 1m	SY	\$181.35	67.74%	\$58.50
Interface Americas	Carpet Tile	168290AB00	DESERT VEINS	Lost Palms	GlasBac®	50cm x 1m	SY	\$120.90	67.74%	\$39.00
Interface Americas	Carpet Tile	1466602500	DETOURS		GlasBac®	50cm x 50cm	SY	\$90.24	67.74%	\$29.11
Interface Americas	Carpet Tile	1472302500	DETOURS AHEAD		GlasBac®	50cm x 50cm	SY	\$90.24	67.74%	\$29.11
Interface Americas	Carpet Tile	131320AK00	DIDDLEY DOT	Modern Trio	GlasBac®	25cm x 1m	SY	\$82.62	67.74%	\$26.65
Interface Americas	Carpet Tile	139380AK00	DIGITIZED TUFT	Simple Abstraction	GlasBac®	25cm x 1m	SY	\$170.44	67.74%	\$54.98
Interface Americas	Carpet Tile	150250AK00	DIMINUENDO (DL910)	Perfect Pitch	GlasBac®	25cm x 1m	SY	\$112.00	67.74%	\$36.13
Interface Americas	Carpet Tile	131300AK00	DOT 2 DOT	Modern Trio	GlasBac®	25cm x 1m	SY	\$82.62	67.74%	\$26.65
Interface Americas	Carpet Tile	131310AK00	DOT O'MINE	Modern Trio	GlasBac®	25cm x 1m	SY	\$82.62	67.74%	\$26.65
Interface Americas	Carpet Tile	1427502500	DOVER STREET	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	\$126.60	67.74%	\$40.84
Interface Americas	Carpet Tile	138940AK00	DRIFTWOOD		GlasBac®	25cm x 1m	SY	\$107.76	67.74%	\$34.76
Interface Americas	Carpet Tile	1680102500	DYNAMIC DUO	HiFi	GlasBac®	50cm x 50cm	SY	\$99.74	67.74%	\$32.18
Interface Americas	Carpet Tile	1406202500	E610	Etched & Threaded	GlasBac®	50cm x 50cm	SY	\$205.53	67.74%	\$66.30
Interface Americas	Carpet Tile	1406102500	E611	Etched & Threaded	GlasBac®	50cm x 50cm	SY	\$161.20	67.74%	\$52.00
Interface Americas	Carpet Tile	140630AK00	E612	Etched & Threaded	GlasBac®	25cm x 1m	SY	\$116.87	67.74%	\$37.70
Interface Americas	Carpet Tile	140640AK00	E613	Etched & Threaded	GlasBac®	25cm x 1m	SY	\$108.81	67.74%	\$35.10
Interface Americas	Carpet Tile	140660AK00	E614	Etched & Threaded	GlasBac®	25cm x 1m	SY	\$116.87	67.74%	\$37.70
Interface Americas	Carpet Tile	140650AK00	E615	Etched & Threaded	GlasBac®	25cm x 1m	SY	\$108.81	67.74%	\$35.10
Interface Americas	Carpet Tile	131360AK00	E616	Etched & Threaded	GlasBac®	25cm x 1m	SY	\$84.63	67.74%	\$27.30
Interface Americas	Carpet Tile	131260AK00	EBEN	Beaumont Range	GlasBac®	25cm x 1m	SY	\$92.69	67.74%	\$29.90
Interface Americas	Carpet Tile	1258402000	EE710	Etched Earth	GlasBac®	1m x 1m	SY	\$201.50	67.74%	\$65.00
Interface Americas	Carpet Tile	1258502500	EE711	Etched Earth	GlasBac®	50cm x 50cm	SY	\$169.26	67.74%	\$54.60
Interface Americas	Carpet Tile	1258802500	EE712	Etched Earth	GlasBac®	50cm x 50cm	SY	\$169.26	67.74%	\$54.60
Interface Americas	Carpet Tile	1258302000	EE713	Etched Earth	GlasBac®	1m x 1m	SY	\$169.26	67.74%	\$54.60
Interface Americas	Carpet Tile	125870AK00	EE714	Etched Earth	GlasBac®	25cm x 1m	SY	\$169.26	67.74%	\$54.60
Interface Americas	Carpet Tile	125860AK00	EE715	Etched Earth	GlasBac®	25cm x 1m	SY	\$157.17	67.74%	\$50.70
Interface Americas	Carpet Tile	1464802500	ENTROPY		GlasBac®	50cm x 50cm	SY	\$116.92	67.74%	\$37.72
Interface Americas	Carpet Tile	1383202500	EXPOSED		GlasBac®	50cm x 50cm	SY	\$107.14	67.74%	\$34.56
Interface Americas	Carpet Tile	148290AK00	FERRIS	Beaumont Range	GlasBac®	25cm x 1m	SY	\$151.13	67.74%	\$48.75
Interface Americas	Carpet Tile	1504802500	FLAT ROCK	Granite Mountain	CQuest GB	50cm x 50cm	SY	\$154.60	67.74%	\$49.87
Interface Americas	Carpet Tile	1410202500	FORTNIGHT	Past Forward	GlasBac®	50cm x 50cm	SY	\$206.54	67.74%	\$66.63
Interface Americas	Carpet Tile	125550AK00	FRENCH SEAMS	World Woven	GlasBac®	25cm x 1m	SY	\$107.42	67.74%	\$34.65
Interface Americas	Carpet Tile	19DR402500	GATHER	First Option	GlasBac®	50cm x 50cm	SY	\$88.13	67.74%	\$28.43
Interface Americas	Carpet Tile	141770AK00	GEISHA GATHER	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	\$136.34	67.74%	\$43.98
Interface Americas	Carpet Tile	131100AK00	GLISTEN	Night Lights	GlasBac®	25cm x 1m	SY	\$85.64	67.74%	\$27.63
Interface Americas	Carpet Tile	138730AK00	GROUND WAVES		GlasBac®	25cm x 1m	SY	\$100.25	67.74%	\$32.34
Interface Americas	Carpet Tile	163130AK00	GROUND WAVES VERSE		GlasBac®	25cm x 1m	SY	\$102.27	67.74%	\$32.99

Interface

Brand	Category	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Americas	Carpet Tile	139320AK00	HAPTIC	Visual Code	GlasBac®	25cm x 1m	SY	\$148.52	67.74%	\$47.91
Interface Americas	Carpet Tile	139290AK00	HARD DRIVE	Visual Code	GlasBac®	25cm x 1m	SY	\$174.07	67.74%	\$56.15
Interface Americas	Carpet Tile	138720AK00	HARMONIZE		GlasBac®	25cm x 1m	SY	\$100.25	67.74%	\$32.34
Interface Americas	Carpet Tile	1287302500	HEAD IN THE CLOUDS	View From Above	GlasBac®	50cm x 50cm	SY	\$153.39	67.74%	\$49.48
Interface Americas	Carpet Tile	1311902500	HEART SONGS	Heartbeats	GlasBac®	50cm x 50cm	SY	\$86.65	67.74%	\$27.95
Interface Americas	Carpet Tile	1312102500	HEART STRINGS	Heartbeats	GlasBac®	50cm x 50cm	SY	\$86.65	67.74%	\$27.95
Interface Americas	Carpet Tile	1312402500	HEARTTHROB	Heartbeats	GlasBac®	50cm x 50cm	SY	\$86.65	67.74%	\$27.95
Interface Americas	Carpet Tile	127610AK00	HN810	Human Nature	GlasBac® RE	25cm x 1m	SY	\$228.35	67.74%	\$73.66
Interface Americas	Carpet Tile	124980AK00	HN820	Human Nature	GlasBac® RE	25cm x 1m	SY	\$149.73	67.74%	\$48.30
Interface Americas	Carpet Tile	126020AK00	HN830	Human Nature	GlasBac®	25cm x 1m	SY	\$199.73	67.74%	\$64.43
Interface Americas	Carpet Tile	127620AK00	HN840	Human Nature	GlasBac® RE	25cm x 1m	SY	\$213.50	67.74%	\$68.87
Interface Americas	Carpet Tile	127600AK00	HN850	Human Nature	GlasBac® RE	25cm x 1m	SY	\$223.05	67.74%	\$71.95
Interface Americas	Carpet Tile	1473002500	ICE BREAKER		GlasBac®	50cm x 50cm	SY	\$90.68	67.74%	\$29.25
Interface Americas	Carpet Tile	150270AK00	INTERMEDIO (DL909)	Perfect Pitch	GlasBac®	25cm x 1m	SY	\$131.47	67.74%	\$42.41
Interface Americas	Carpet Tile	1313302000	JUMBO ROCK	Lost Palms	GlasBac®	1m x 1m	SY	\$101.76	67.74%	\$32.83
Interface Americas	Carpet Tile	125400AK00	KARMIC RELIEF	Rising Signs	CQuest GB	25cm x 1m	SY	\$91.68	67.74%	\$29.58
Interface Americas	Carpet Tile	131350AB00	KEYS VIEW	Lost Palms	GlasBac®	50cm x 1m	SY	\$92.69	67.74%	\$29.90
Interface Americas	Carpet Tile	1406002500	KNITSTITCH		GlasBac®	50cm x 50cm	SY	\$82.62	67.74%	\$26.65
Interface Americas	Carpet Tile	1312202500	LIGHTHEARTED	Heartbeats	GlasBac®	50cm x 50cm	SY	\$86.65	67.74%	\$27.95
Interface Americas	Carpet Tile	131110AK00	LUMINESCENT	Night Lights	GlasBac®	25cm x 1m	SY	\$85.64	67.74%	\$27.63
Interface Americas	Carpet Tile	1468302500	MAIN LINE		GlasBac®	50cm x 50cm	SY	\$105.82	67.74%	\$34.14
Interface Americas	Carpet Tile	131150AK00	MANTLE ROCK	Granite Mountain	CQuest GB	25cm x 1m	SY	\$91.68	67.74%	\$29.58
Interface Americas	Carpet Tile	19DR302500	MEET	First Option	GlasBac®	50cm x 50cm	SY	\$88.13	67.74%	\$28.43
Interface Americas	Carpet Tile	1385602500	MENAGERIE II		GlasBac®	50cm x 50cm	SY	\$129.95	67.74%	\$41.92
Interface Americas	Carpet Tile	1427902500	MERCER STREET	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	\$126.60	67.74%	\$40.84
Interface Americas	Carpet Tile	131250AK00	MESA	Beaumont Range	GlasBac®	25cm x 1m	SY	\$92.69	67.74%	\$29.90
Interface Americas	Carpet Tile	1251802500	MILE ROCK	Granite Mountain	CQuest GB	50cm x 50cm	SY	\$204.60	67.74%	\$66.00
Interface Americas	Carpet Tile	1680302500	MIRROR MIRROR	HiFi	GlasBac®	50cm x 50cm	SY	\$99.74	67.74%	\$32.18
Interface Americas	Carpet Tile	1385702500	MONOCHROME		GlasBac® RE	50cm x 50cm	SY	\$130.54	67.74%	\$42.11
Interface Americas	Carpet Tile	1505002500	MOUNTAIN ROCK	Granite Mountain	CQuest GB	50cm x 50cm	SY	\$172.76	67.74%	\$55.73
Interface Americas	Carpet Tile	139400AK00	NATURALLY WEATHERED		GlasBac®	25cm x 1m	SY	\$89.67	67.74%	\$28.93
Interface Americas	Carpet Tile	128990AK00	NATURER'S COURSE		GlasBac®	25cm x 1m	SY	\$109.80	67.74%	\$35.42
Interface Americas	Carpet Tile	163250AK00	NEIGHBORHOOD BLOCKS	Aerial	GlasBac®	25cm x 1m	SY	\$92.75	67.74%	\$29.92
Interface Americas	Carpet Tile	163260AK00	NEIGHBORHOOD SMOOTH	Aerial	GlasBac®	25cm x 1m	SY	\$90.92	67.74%	\$29.33
Interface Americas	Carpet Tile	1410802500	NEWSTALGIA	Past Forward	GlasBac®	50cm x 50cm	SY	\$174.30	67.74%	\$56.23
Interface Americas	Carpet Tile	1287202500	NIGHT FLIGHT	View From Above	GlasBac®	50cm x 50cm	SY	\$100.25	67.74%	\$32.34
Interface Americas	Carpet Tile	150110AK00	OBLIGATO (DL908)	Perfect Pitch	GlasBac®	25cm x 1m	SY	\$136.34	67.74%	\$43.98
Interface Americas	Carpet Tile	1427302500	OLD STREET	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	\$98.27	67.74%	\$31.70
Interface Americas	Carpet Tile	138700AK00	ON LINE		GlasBac®	25cm x 1m	SY	\$117.80	67.74%	\$38.00
Interface Americas	Carpet Tile	163360AK00	OPEN AIR 401	Open Air	GlasBac®	25cm x 1m	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	131390AK00	OPEN AIR 401 STRIA	Open Air Stria	GlasBac®	25cm x 1m	SY	\$75.56	67.74%	\$24.38
Interface Americas	Carpet Tile	163320AK00	OPEN AIR 402	Open Air	GlasBac®	25cm x 1m	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	139740AK00	OPEN AIR 402 STRIA	Open Air Stria	GlasBac®	25cm x 1m	SY	\$75.56	67.74%	\$24.38
Interface Americas	Carpet Tile	1633102500	OPEN AIR 403	Open Air	GlasBac®	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1310802500	OPEN AIR 403 ACCENT	Open Air	CQuest™ GB	50cm x 50cm	SY	\$86.65	67.74%	\$27.95
Interface Americas	Carpet Tile	1238302500	OPEN AIR 403 STRIA	Open Air Stria	GlasBac®	50cm x 50cm	SY	\$75.56	67.74%	\$24.38
Interface Americas	Carpet Tile	1310602500	OPEN AIR 403 TRANSITION	Open Air	CQuest™ GB	50cm x 50cm	SY	\$86.65	67.74%	\$27.95
Interface Americas	Carpet Tile	1633302500	OPEN AIR 404	Open Air	GlasBac®	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1310902500	OPEN AIR 404 ACCENT	Open Air	CQuest™ GB	50cm x 50cm	SY	\$86.65	67.74%	\$27.95
Interface Americas	Carpet Tile	1238402500	OPEN AIR 404 STRIA	Open Air Stria	GlasBac®	50cm x 50cm	SY	\$75.56	67.74%	\$24.38
Interface Americas	Carpet Tile	1310702500	OPEN AIR 404 TRANSITION	Open Air	CQuest™ GB	50cm x 50cm	SY	\$86.65	67.74%	\$27.95
Interface Americas	Carpet Tile	1633402500	OPEN AIR 405	Open Air	GlasBac®	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	163370AK00	OPEN AIR 407	Open Air	CQuest™ GB	25cm x 1m	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	163380AK00	OPEN AIR 408	Open Air	CQuest™ GB	25cm x 1m	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	163390AK00	OPEN AIR 409	Open Air	CQuest™ GB	25cm x 1m	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	163400AK00	OPEN AIR 410	Open Air	CQuest™ GB	25cm x 1m	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	139750AK00	OPEN AIR 410 STRIA	Open Air Stria	GlasBac®	25cm x 1m	SY	\$75.56	67.74%	\$24.38
Interface Americas	Carpet Tile	163410AK00	OPEN AIR 411	Open Air	CQuest™ GB	25cm x 1m	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1634202500	OPEN AIR 412	Open Air	CQuest™ GB	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1634302500	OPEN AIR 413	Open Air	CQuest™ GB	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1634402500	OPEN AIR 414	Open Air	CQuest™ GB	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1634502500	OPEN AIR 415	Open Air	CQuest™ GB	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1475002500	OPEN AIR 416	Open Air	CQuest™ GB	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1475102500	OPEN AIR 417	Open Air	CQuest™ GB	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1475202500	OPEN AIR 418	Open Air	CQuest™ GB	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1238502500	OPEN AIR 418 STRIA	Open Air Stria	GlasBac®	50cm x 50cm	SY	\$75.56	67.74%	\$24.38
Interface Americas	Carpet Tile	1475302500	OPEN AIR 419	Open Air	CQuest™ GB	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1475402500	OPEN AIR 420	Open Air	GlasBac®	50cm x 50cm	SY	\$74.56	67.74%	\$24.05
Interface Americas	Carpet Tile	1475602500	OPEN AIR 420	Open Air	CQuest™ GB	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1475502500	OPEN AIR 421	Open Air	CQuest™ GB	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1475702500	OPEN AIR 423	Open Air	CQuest™ GB	50cm x 50cm	SY	\$72.76	67.74%	\$23.47
Interface Americas	Carpet Tile	1262102500	OPEN AIR 441	Open Air	GlasBac®	50cm x 50cm	SY	\$75.56	67.74%	\$24.38
Interface Americas	Carpet Tile	1262502000	OPEN AIR 442	Open Air	GlasBac®	1m x 1m	SY	\$91.68	67.74%	\$29.58
Interface Americas	Carpet Tile	131400AK00	OPEN ENDED		GlasBac®	25cm x 1m	SY	\$104.78	67.74%	\$33.80
Interface Americas	Carpet Tile	126160AK00	OVEREDGE	Visual Code	GlasBac®	25cm x 1m	SY	\$148.52	67.74%	\$47.91

Interface

Brand	Category	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Americas	Carpet Tile	139370AK00	PAINTED GESTURE	Simple Abstraction	GlasBac®	25cm x 1m	SY	\$170.44	67.74%	\$54.98
Interface Americas	Carpet Tile	1251602500	PANOLA MOUNTAIN	Granite Mountain	CQuest GB	50cm x 50cm	SY	\$204.60	67.74%	\$66.00
Interface Americas	Carpet Tile	1679402500	PEAS IN A POD	HiFi	GlasBac®	50cm x 50cm	SY	\$99.74	67.74%	\$32.18
Interface Americas	Carpet Tile	1679302500	PERFECT PAIR	HiFi	GlasBac®	50cm x 50cm	SY	\$99.74	67.74%	\$32.18
Interface Americas	Carpet Tile	139250AK00	PLAIN STITCH	Visual Code	GlasBac®	25cm x 1m	SY	\$97.41	67.74%	\$31.42
Interface Americas	Carpet Tile	1381502500	PLAIN WEAVE	Tribal Weaver	GlasBac®	50cm x 50cm	SY	\$123.13	67.74%	\$39.72
Interface Americas	Carpet Tile	1467202500	PLATFORM	Platform	GlasBac®	50cm x 50cm	SY	\$94.08	67.74%	\$30.35
Interface Americas	Carpet Tile	147590AK00	PLAY THE ANGLE	Rising Signs	CQuest GB	25cm x 1m	SY	\$91.68	67.74%	\$29.58
Interface Americas	Carpet Tile	1462102500	PRIMARY STITCH		GlasBac®	50cm x 50cm	SY	\$89.64	67.74%	\$28.92
Interface Americas	Carpet Tile	1381102500	PROFILE	Form and Function	GlasBac®	50cm x 50cm	SY	\$88.77	67.74%	\$28.64
Interface Americas	Carpet Tile	1393602500	PROPORTIONAL	Rising Signs	CQuest GB	50cm x 50cm	SY	\$113.68	67.74%	\$36.67
Interface Americas	Carpet Tile	1311802500	PUPPY LOVE	Heartbeats	GlasBac®	50cm x 50cm	SY	\$86.65	67.74%	\$27.95
Interface Americas	Carpet Tile	1427802500	READE STREET	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	\$126.60	67.74%	\$40.84
Interface Americas	Carpet Tile	127530AK00	RECLAIM		GlasBac® RE	25cm x 1m	SY	\$142.85	67.74%	\$46.08
Interface Americas	Carpet Tile	1412402500	REELING	Past Forward	GlasBac®	50cm x 50cm	SY	\$174.30	67.74%	\$56.23
Interface Americas	Carpet Tile	131140AK00	REFLECTORS	Night Lights	GlasBac®	25cm x 1m	SY	\$85.64	67.74%	\$27.63
Interface Americas	Carpet Tile	1411302500	REKINDLED	Past Forward	GlasBac®	50cm x 50cm	SY	\$206.54	67.74%	\$66.63
Interface Americas	Carpet Tile	1411702500	RETROSPEC	Past Forward	GlasBac®	50cm x 50cm	SY	\$174.30	67.74%	\$56.23
Interface Americas	Carpet Tile	168300AB00	RIBBON ROCK	Lost Palms	GlasBac®	50cm x 1m	SY	\$161.20	67.74%	\$52.00
Interface Americas	Carpet Tile	131160AK00	ROCK SPRINGS	Granite Mountain	CQuest GB	25cm x 1m	SY	\$91.68	67.74%	\$29.58
Interface Americas	Carpet Tile	125170AK00	ROCKLAND ROAD	Granite Mountain	CQuest GB	25cm x 1m	SY	\$113.68	67.74%	\$36.67
Interface Americas	Carpet Tile	147400AK00	SASHIKO STITCH	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	\$100.43	67.74%	\$32.40
Interface Americas	Carpet Tile	1462002500	SEW STRAIGHT		GlasBac®	50cm x 50cm	SY	\$89.64	67.74%	\$28.92
Interface Americas	Carpet Tile	139390AK00	SHADED PIGMENT	Simple Abstraction	GlasBac®	25cm x 1m	SY	\$136.34	67.74%	\$43.98
Interface Americas	Carpet Tile	137480AK0Q	SHISHU STITCH	Embodied Beauty	CQuest™BioX	25cm x 1m	SY	\$109.06	67.74%	\$35.18
Interface Americas	Carpet Tile	127410AK00	SHIVER ME TIMBERS		GlasBac®	25cm x 1m	SY	\$112.78	67.74%	\$36.38
Interface Americas	Carpet Tile	1468402500	SIDETRACK		GlasBac®	50cm x 50cm	SY	\$105.82	67.74%	\$34.14
Interface Americas	Carpet Tile	147390AK00	SIMPLE SASH	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	\$100.43	67.74%	\$32.40
Interface Americas	Carpet Tile	138770AK00	SL910	Silver Linings	GlasBac®	25cm x 1m	SY	\$117.80	67.74%	\$38.00
Interface Americas	Carpet Tile	138780AK00	SL920	Silver Linings	GlasBac®	25cm x 1m	SY	\$117.80	67.74%	\$38.00
Interface Americas	Carpet Tile	138790AK00	SL930	Silver Linings	GlasBac®	25cm x 1m	SY	\$117.80	67.74%	\$38.00
Interface Americas	Carpet Tile	131130AK00	SOFT GLOW	Night Lights	GlasBac®	25cm x 1m	SY	\$85.64	67.74%	\$27.63
Interface Americas	Carpet Tile	163290AK00	SOURCE MATERIAL	Streaming	GlasBac®	25cm x 1m	SY	\$84.63	67.74%	\$27.30
Interface Americas	Carpet Tile	139340AK00	SPANDREL	Rising Signs	CQuest GB	25cm x 1m	SY	\$154.60	67.74%	\$49.87
Interface Americas	Carpet Tile	139280AK00	STATIC LINES	Visual Code	GlasBac®	25cm x 1m	SY	\$138.45	67.74%	\$44.66
Interface Americas	Carpet Tile	1417502500	STEP ASIDE	Look Both Ways	GlasBac®	50cm x 50cm	SY	\$170.44	67.74%	\$54.98
Interface Americas	Carpet Tile	1417402500	STEP IN TIME	Look Both Ways	GlasBac®	50cm x 50cm	SY	\$133.92	67.74%	\$43.20
Interface Americas	Carpet Tile	1473802500	STEP IT UP	Look Both Ways	GlasBac®	50cm x 50cm	SY	\$96.11	67.74%	\$31.00
Interface Americas	Carpet Tile	1417602500	STEP THIS WAY	Look Both Ways	GlasBac®	50cm x 50cm	SY	\$155.81	67.74%	\$50.26
Interface Americas	Carpet Tile	139260AK00	STITCH COUNT	Visual Code	GlasBac®	25cm x 1m	SY	\$122.70	67.74%	\$39.58
Interface Americas	Carpet Tile	137880AK00	STITCH IN TIME	World Woven	GlasBac®	25cm x 1m	SY	\$120.53	67.74%	\$38.88
Interface Americas	Carpet Tile	139270AK00	STITCHERY	Visual Code	GlasBac®	25cm x 1m	SY	\$95.71	67.74%	\$30.88
Interface Americas	Carpet Tile	1462302500	STRAIGHT EDGE		GlasBac®	50cm x 50cm	SY	\$107.52	67.74%	\$34.68
Interface Americas	Carpet Tile	1392202500	STRIATION		GlasBac®	50cm x 50cm	SY	\$125.58	67.74%	\$40.51
Interface Americas	Carpet Tile	1680402500	STUNT DOUBLE	HiFi	GlasBac®	50cm x 50cm	SY	\$99.74	67.74%	\$32.18
Interface Americas	Carpet Tile	1632002500	SUMMERHOUSE BRIGHTS	World Woven	GlasBac®	50cm x 50cm	SY	\$122.70	67.74%	\$39.58
Interface Americas	Carpet Tile	163190AK00	SUMMERHOUSE SHADES	World Woven	GlasBac®	25cm x 1m	SY	\$115.04	67.74%	\$37.11
Interface Americas	Carpet Tile	1467302500	THE STANDARD		GlasBac®	50cm x 50cm	SY	\$80.60	67.74%	\$26.00
Interface Americas	Carpet Tile	1680502500	THIRD SPACE 301	Third Space	GlasBac®	50cm x 50cm	SY	\$118.89	67.74%	\$38.35
Interface Americas	Carpet Tile	1680602500	THIRD SPACE 302	Third Space	GlasBac®	50cm x 50cm	SY	\$118.89	67.74%	\$38.35
Interface Americas	Carpet Tile	1680702500	THIRD SPACE 303	Third Space	GlasBac®	50cm x 50cm	SY	\$118.89	67.74%	\$38.35
Interface Americas	Carpet Tile	1680802500	THIRD SPACE 304	Third Space	GlasBac®	50cm x 50cm	SY	\$118.89	67.74%	\$38.35
Interface Americas	Carpet Tile	1680902500	THIRD SPACE 305	Third Space	GlasBac®	50cm x 50cm	SY	\$118.89	67.74%	\$38.35
Interface Americas	Carpet Tile	1681002500	THIRD SPACE 306	Third Space	GlasBac®	50cm x 50cm	SY	\$118.89	67.74%	\$38.35
Interface Americas	Carpet Tile	168160AK00	THIRD SPACE 307	Third Space	GlasBac®	25cm x 1m	SY	\$116.87	67.74%	\$37.70
Interface Americas	Carpet Tile	168170AK00	THIRD SPACE 308	Third Space	GlasBac®	25cm x 1m	SY	\$116.87	67.74%	\$37.70
Interface Americas	Carpet Tile	1681102500	THIRD SPACE 309	Third Space	GlasBac®	50cm x 50cm	SY	\$118.89	67.74%	\$38.35
Interface Americas	Carpet Tile	168180AK00	THIRD SPACE 310	Third Space	GlasBac®	25cm x 1m	SY	\$116.87	67.74%	\$37.70
Interface Americas	Carpet Tile	1681302500	THIRD SPACE 311	Third Space	GlasBac®	50cm x 50cm	SY	\$118.89	67.74%	\$38.35
Interface Americas	Carpet Tile	1681402500	THIRD SPACE 312	Third Space	GlasBac®	50cm x 50cm	SY	\$118.89	67.74%	\$38.35
Interface Americas	Carpet Tile	137460AK0Q	TOKYO TEXTURE	Embodied Beauty	CQuest™BioX	25cm x 1m	SY	\$109.06	67.74%	\$35.18
Interface Americas	Carpet Tile	125150AK00	TRANSLUCENT	Night Lights	GlasBac®	25cm x 1m	SY	\$85.64	67.74%	\$27.63
Interface Americas	Carpet Tile	1680002500	TWO TO TANGO	HiFi	GlasBac®	50cm x 50cm	SY	\$99.74	67.74%	\$32.18
Interface Americas	Carpet Tile	1410602500	UNSPOOLED	Past Forward	GlasBac®	50cm x 50cm	SY	\$186.39	67.74%	\$60.13
Interface Americas	Carpet Tile	1410402500	UNWOUND	Past Forward	GlasBac®	50cm x 50cm	SY	\$174.30	67.74%	\$56.23
Interface Americas	Carpet Tile	139350AK00	UP AT DAWN	Rising Signs	CQuest GB	25cm x 1m	SY	\$154.60	67.74%	\$49.87
Interface Americas	Carpet Tile	161660AK00	UPLOAD	Streaming	GlasBac®	25cm x 1m	SY	\$121.74	67.74%	\$39.27
Interface Americas	Carpet Tile	1251102500	UPWARD BOUND	Rising Signs	CQuest GB	50cm x 50cm	SY	\$154.60	67.74%	\$49.87
Interface Americas	Carpet Tile	1271102500	UR101	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	\$181.01	67.74%	\$58.39
Interface Americas	Carpet Tile	1271002500	UR102	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	\$181.01	67.74%	\$58.39
Interface Americas	Carpet Tile	1271202500	UR103	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	\$164.49	67.74%	\$53.06
Interface Americas	Carpet Tile	163280AK00	VEILED BRUSHWORK	Simple Abstraction	GlasBac®	25cm x 1m	SY	\$100.25	67.74%	\$32.34
Interface Americas	Carpet Tile	138680AK00	VERTICALS		GlasBac®	25cm x 1m	SY	\$107.14	67.74%	\$34.56
Interface Americas	Carpet Tile	125610AK00	VIDEO SPECTRUM	Simple Abstraction	GlasBac®	25cm x 1m	SY	\$126.60	67.74%	\$40.84
Interface Americas	Carpet Tile	141780AK00	VINTAGE KIMONO	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	\$136.34	67.74%	\$43.98

Interface

Brand	Category	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Americas	Carpet Tile	1465002500	VIVA COLORES	Cartera	GlasBac® RE	50cm x 50cm	SY	\$117.21	67.74%	\$37.81
Interface Americas	Carpet Tile	146500AK00	VIVA COLORES (P)		GlasBac® RE	25cm x 1m	SY	\$117.21	67.74%	\$37.81
Interface Americas	Carpet Tile	126440AK00	WALK THE PLANK		GlasBac®	25cm x 1m	SY	\$153.23	67.74%	\$49.43
Interface Americas	Carpet Tile	125520AK00	WE151	Whole Earth	GlasBac®	25cm x 1m	SY	\$116.87	67.74%	\$37.70
Interface Americas	Carpet Tile	124990AK00	WE152	Whole Earth	GlasBac®	25cm x 1m	SY	\$116.87	67.74%	\$37.70
Interface Americas	Carpet Tile	125000AK00	WE153	Whole Earth	GlasBac®	25cm x 1m	SY	\$116.87	67.74%	\$37.70
Interface Americas	Carpet Tile	125510AK00	WE154	Whole Earth	GlasBac®	25cm x 1m	SY	\$116.87	67.74%	\$37.70
Interface Americas	Carpet Tile	1312702500	WG100	Woven Gradience	GlasBac®	50cm x 50cm	SY	\$104.78	67.74%	\$33.80
Interface Americas	Carpet Tile	1312802500	WG200	Woven Gradience	GlasBac®	50cm x 50cm	SY	\$104.78	67.74%	\$33.80
Interface Americas	Carpet Tile	1473702500	WHELER STREET	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	\$98.27	67.74%	\$31.70
Interface Americas	Carpet Tile	19DR602500	WORK	First Option	GlasBac®	50cm x 50cm	SY	\$88.13	67.74%	\$28.43
Interface Americas	Carpet Tile	128190AK00	WW860	World Woven	GlasBac®	25cm x 1m	SY	\$107.97	67.74%	\$34.83
Interface Americas	Carpet Tile	128210AK00	WW865	World Woven	GlasBac®	25cm x 1m	SY	\$107.97	67.74%	\$34.83
Interface Americas	Carpet Tile	138930AK00	WW870	World Woven	GlasBac®	25cm x 1m	SY	\$124.12	67.74%	\$40.04
Interface Americas	Carpet Tile	128200AK00	WW880	World Woven	GlasBac®	25cm x 1m	SY	\$131.13	67.74%	\$42.30
Interface Americas	Carpet Tile	128240AK00	WW890	World Woven	GlasBac®	25cm x 1m	SY	\$190.40	67.74%	\$61.42
Interface Americas	Carpet Tile	128220AK00	WW895	World Woven	GlasBac®	25cm x 1m	SY	\$186.68	67.74%	\$60.22
Interface Americas	Carpet Tile	1412002500	YESTERDAYS	Past Forward	GlasBac®	50cm x 50cm	SY	\$174.30	67.74%	\$56.23
Interface Americas	Carpet Tile	137470AK0Q	ZEN STITCH	Embodied Beauty	CQuest™ BioX	25cm x 1m	SY	\$109.06	67.74%	\$35.18
Interface Americas	Carpet Tile (Walk Off)	1388402500	SR699	Walk Off Tile	GlasBac®	50cm x 50cm	SY	\$146.63	67.74%	\$47.30
Interface Americas	Carpet Tile (Walk Off)	1388502500	SR799	Walk Off Tile	GlasBac®	50cm x 50cm	SY	\$141.11	67.74%	\$45.52
Interface Americas	Carpet Tile (Walk Off)	1388602500	SR899	Walk Off Tile	GlasBac®	50cm x 50cm	SY	\$141.11	67.74%	\$45.52
Interface Americas	Carpet Tile (Walk Off)	1388702500	SR999	Walk Off Tile	GlasBac®	50cm x 50cm	SY	\$148.55	67.74%	\$47.92
Interface Americas	LVT	A002	NATURAL WOODGRAINS 4.5mm	Level Set	Vinyl	25cm x 1m	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A003	TEXTURED STONES 4.5mm	Level Set	Vinyl	50cm x 50cm	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A004	TEXTURED WOODGRAINS 4.5mm	Level Set	Vinyl	25cm x 1m	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A007	STUDIO SET 4.5mm		Vinyl	25cm x 1m	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A009	DRAWN LINES 4.5mm		Vinyl	25cm x 1m	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A015	WALK ON BY 4.5mm	Look Both Ways	Vinyl	50cm x 50cm	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A016	BRUSHED LINES 4.5mm		Vinyl	25cm x 1m	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A017	SCORPIO 4.5mm	Stargazing	Vinyl	50cm x 50cm	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A023	RIDGE 4.5mm	Fresco Valley	Vinyl	50cm x 50cm	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A024	CLIFF 4.5mm	Fresco Valley	Vinyl	25cm x 1m	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A025	GREAT HEIGHTS 4.5mm	Fresco Valley	Vinyl	25cm x 1m	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A026	NORTHERN GRAIN 4.5mm		Vinyl	25cm x 1m	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A027	SHANTUNG 4.5mm	Silk Complex	Vinyl	25cm x 1m	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A028	DITHER SILK 4.5mm	Silk Complex	Vinyl	25cm x 1m	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A029	SILK AGE 4.5mm	Silk Complex	Vinyl	25cm x 1m	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A033	ON GRAIN 4.5mm	Earthen Forms	4.5 mm	25cm x 1m	SF	\$10.74	64.29%	\$3.84
Interface Americas	LVT	A034	CROSSROADS 4.5mm	Earthen Forms	4.5 mm	25cm x 1m	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	A035	HEARTH 4.5mm	Earthen Forms	4.5 mm	25cm x 1m	SF	\$10.72	64.29%	\$3.83
Interface Americas	LVT	B001	STEADY STRIDE WOODGRAINS 3mm	Steady Stride	Vinyl	12.5cm x 1m	SF	\$6.81	64.29%	\$2.43
Interface Americas	LVT	C001	CRITERION CLASSIC WOODGRAINS 3mm	Criterion Classic	Vinyl	12.5cm x 1m	SF	\$6.81	64.29%	\$2.43
Interface Americas	LVT	C007	BRUSHED LINES 3mm		3.0 mm	25cm x 1m	SF	\$7.06	64.29%	\$2.52
Interface Americas	LVT	C008	CLIFF 3mm	Fresco Valley	3.0 mm	25cm x 1m	SF	\$7.06	64.29%	\$2.52
Interface Americas	LVT	C009	NATURAL WOODGRAINS 3mm	Level Set	3.0 mm	25cm x 1m	SF	\$7.06	64.29%	\$2.52
Interface Americas	LVT	C011	NORTHERN GRAIN 3mm		3.0 mm	25cm x 1m	SF	\$7.06	64.29%	\$2.52
Interface Americas	LVT	C012	STUDIO SET 3mm		3.0 mm	25cm x 1m	SF	\$7.06	64.29%	\$2.52
Interface Americas	LVT	C013	TEXTURED STONES 3mm	Level Set	3.0 mm	50cm x 50cm	SF	\$7.06	64.29%	\$2.52
Interface Americas	LVT	C014	TEXTURED WOODGRAINS 3mm	Level Set	3.0 mm	25cm x 1m	SF	\$7.06	64.29%	\$2.52
Interface Americas	LVT	C015	NATIVE FABRIC 3mm		3.0 mm	50cm x 50cm	SF	\$7.06	64.29%	\$2.52
Interface Americas	Adhesive	111486	TacTiles® GB 1 Roll - Carpet Tile Non-Wet Adhesive	Carpet Tile		1 Roll (500 TacTiles)	EA	\$187.09	32.43%	\$126.41
Interface Americas	Adhesive	1138907	Taylor Dynamic Adhesive (4 Gallon)	LVT 4.5mm	4.5 mm LVT	4 Gal.	EA	\$202.12	32.43%	\$136.57
Interface Americas	Adhesive	1143545	Taylor Pinnacle Adhesive (4 Gallon)	LVT 3mm	3.0 mm LVT	4 Gal.	EA	\$481.00	32.43%	\$325.00
Interface Americas	Adhesive	1138906	Taylor Versatile Adhesive (4 Gallon)	Carpet Tile LVT 4.5mm		4 Gal.	EA	\$223.51	32.43%	\$151.02
Interface Americas	Adhesive	1019831	XL Brands 3800 Adhesive (4 Gallon)	LVT 3mm	3.0 mm LVT	4 Gal.	EA	\$244.39	32.43%	\$165.13
Interface Americas	Floor Sealant	988963	XL Brands 9511 MVRS (4 Gallon)	Carpet Tile		4 Gal.	EA	\$257.26	32.43%	\$173.82
Interface Americas	Adhesive	1013903	XL Brands HM99 Multi-use High Moisture Resilient Adhesive (4 Gallon)	LVT 4.5mm	4.5 mm LVT	4 Gal.	EA	\$295.83	32.43%	\$199.89
Interface Americas	Floor Sealant	961176	XL Brands RH 95 - One Coat Vapor Seal (4 Gallon)	Carpet Tile		4 Gal.	EA	\$385.88	32.43%	\$260.73
Interface Americas	Floor Sealant	632861	XL Brands TriSeal - One Coat Cut Back Sealer (4 Gallon)			4 Gal.	EA	\$257.26	32.43%	\$173.82
Interface Americas	Adhesive	1001416	XL Brands® 2000 Plus Adhesive (1 Gallon)	Carpet Tile LVT 4.5mm		1 Gal.	EA	\$70.75	32.43%	\$47.80
Interface Americas	Adhesive	1001417	XL Brands® 2000 Plus Adhesive (4 Gallon)	Carpet Tile LVT 4.5mm		4 Gal.	EA	\$244.39	32.43%	\$165.13

nora by Interface

Brand	Category	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
nora Systems, Inc. (nora by Interface)	Rubber Tile	405 - 1910	825 hammered 2.7mm Rubber Tile	norament®	Rubber	19.72" x 19.72"	SF	\$16.02	44.44%	\$8.90
nora Systems, Inc. (nora by Interface)	Rubber Tile	405 - 1902	825 round 3.2mm pastille Rubber Tile	norament®	Rubber	19.72" x 19.72"	SF	\$16.02	44.44%	\$8.90
nora Systems, Inc. (nora by Interface)	Rubber Tile	860 - 0354	920 (Class A) 4.0mm round Speciality Rubber Tile	norament®	Rubber	39.53" x 39.53"	SF	\$29.88	44.44%	\$16.60
nora Systems, Inc. (nora by Interface)	Rubber Tile	868 - 1955	992 9.0mm Extreme Wear Resistance Speciality Rubber Tile	norament®	Rubber	39.53" x 39.53"	SF	\$30.55	44.44%	\$16.97
nora Systems, Inc. (nora by Interface)	Rubber Tile	418 - 1955	992 grano hammered 9.0mm hammered Extreme Wear Resistance Speciality Rubber Tile	norament®	Rubber	39.53" x 39.53"	SF	\$33.44	44.44%	\$18.58
nora Systems, Inc. (nora by Interface)	Rubber Tile	787 - 3118	arago 3.5 relief structuremm Rubber Tile	norament®	Rubber	19.72" x 39.53"	SF	\$25.56	44.44%	\$14.20
nora Systems, Inc. (nora by Interface)	Rubber Tile	787 - 3119	arago beveled edge hammer Speciality Rubber Tile	norament	Rubber	39.32" x 19.58"	SF	\$29.54	44.44%	\$16.41
nora Systems, Inc. (nora by Interface)	Rubber Tile	789 - 3122	arago nTx 3.5mm relief structure Rubber Tile (Min. Order Qty Required)	norament® nTx	Rubber	39.53"x 19.76"	SF	\$28.26	44.44%	\$15.70
nora Systems, Inc. (nora by Interface)	Rubber Tile	566 - 3167	castello two-tone Rubber Tile	norament®	Rubber	39.53" x 39.53"	SF	\$22.75	44.44%	\$12.64
nora Systems, Inc. (nora by Interface)	Rubber Tile	634 - 270F	convia, 2 mm Rubber Tile	noraplan®	Rubber	24" x 24"	SF	\$9.10	44.44%	\$5.06
nora Systems, Inc. (nora by Interface)	Rubber Tile	595 - 1880	grano 3.5mm hammered Rubber Tile	norament®	Rubber	39.53" x 39.53"	SF	\$22.00	44.44%	\$12.22
nora Systems, Inc. (nora by Interface)	Rubber Tile	409 - 1880	grano ed 3.5mm hammer Speciality Rubber Tile	norament®	Rubber	39.53" x 39.53"	SF	\$33.88	44.44%	\$18.82
nora Systems, Inc. (nora by Interface)	Rubber Tile	437 - 3111	grano nTx 3.5mm hammered Rubber Tile (Min. Order Qty Required)	norament® nTx	Rubber	39.53" x 39.53"	SF	\$25.71	44.44%	\$14.28
nora Systems, Inc. (nora by Interface)	Rubber Tile	565 - 3166	kivo two-tone Rubber Tile	norament®	Rubber	39.53" x 39.53"	SF	\$19.58	44.44%	\$10.88
nora Systems, Inc. (nora by Interface)	Rubber Tile	568 - 3167	pado 3.5mm Rubber Tile	norament	Rubber	39.53" x 39.53"	SF	\$20.10	44.44%	\$11.17
nora Systems, Inc. (nora by Interface)	Rubber Tile	547 - 1880	satura 3.5mm hammered Rubber Tile	norament®	Rubber	39.53" x 39.53"	SF	\$22.00	44.44%	\$12.22
nora Systems, Inc. (nora by Interface)	Rubber Tile	438 - 3111	satura nTx 3.5mm hammered Rubber Tile (Min. Order Qty Required)	norament® nTx	Rubber	39.53" x 39.53"	SF	\$25.71	44.44%	\$14.28
nora Systems, Inc. (nora by Interface)	Rubber Tile	550 - 2700	sentica 2.0mm smooth Rubber Tile	noraplan®	Rubber	24.60" x 24.60"	SF	\$13.30	44.44%	\$7.39
nora Systems, Inc. (nora by Interface)	Rubber Tile	550 - 2701	sentica 3.0mm smooth Rubber Tile	noraplan®	Rubber	24.60" x 24.60"	SF	\$16.58	44.44%	\$9.21
nora Systems, Inc. (nora by Interface)	Rubber Tile	549 - 2702	sentica ed 2.0mm smooth Speciality Rubber Tile	noraplan®	Rubber	24.6" x 24.6"	SF	\$21.49	44.44%	\$11.94
nora Systems, Inc. (nora by Interface)	Rubber Tile	691 - 2462	Signa environcare 2.0mm smooth Rubber Tile	noraplan®	Rubber	24.60" x 24.60"	SF	\$13.30	44.44%	\$7.39
nora Systems, Inc. (nora by Interface)	Rubber Tile	691 - 2463	Signa environcare 3.0mm smooth Rubber Tile	noraplan®	Rubber	24.60" x 24.60"	SF	\$16.58	44.44%	\$9.21
nora Systems, Inc. (nora by Interface)	Rubber Tile	508 - 2390	Signa environcare ed 2.0mm smooth Speciality Rubber Tile	noraplan®	Rubber	24.6" x 24.6"	SF	\$21.49	44.44%	\$11.94
nora Systems, Inc. (nora by Interface)	Rubber Tile	529 - 1880	xp 3.5mm hammered Rubber Tile	norament®	Rubber	39.53" x 39.53"	SF	\$21.56	44.44%	\$11.98
nora Systems, Inc. (nora by Interface)	Rubber Tile	442 - 3111	xp nTx 3.5mm hammered Rubber Tile (Min. Order Qty Required)	norament® nTx	Rubber	39.53" x 39.53"	SF	\$26.81	44.44%	\$14.89
nora Systems, Inc. (nora by Interface)	Rubber Tile	444 - 3134	xp trac nTx Rubber Tile (Min. Order Qty Required)	norament® nTx	Rubber	39.53" x 39.53"	SF	\$29.83	44.44%	\$16.57
nora Systems, Inc. (nora by Interface)	Rubber Tile	530 - 0325	xp trac Rubber Tile	norament	Rubber	39.53" x 39.53"	SF	\$26.77	44.44%	\$14.87
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	634 - 170F	convia, 2 mm Rubber Sheet Goods	noraplan®	Rubber	49.21' x 48"	SF	\$9.10	44.44%	\$5.06
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	633 - 160F	dariva, 2 mm Rubber Sheet Goods	noraplan®	Rubber	49.21' x 48"	SF	\$13.43	44.44%	\$7.46
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	633 - 161F	dariva, 3 mm Rubber Sheet Goods	noraplan®	Rubber	39.37' x 48'	SF	\$18.16	44.44%	\$10.09
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	550 - 1700	sentica 2.0mm smooth Rubber Sheet Goods	noraplan®	Rubber	4' x 49.21'	SF	\$13.30	44.44%	\$7.39
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	550 - 1701	sentica 3.0mm smooth Rubber Sheet Goods	noraplan®	Rubber	4' x 39.37'	SF	\$16.58	44.44%	\$9.21
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	545 - 1705	sentica acoustic 4.0mm smooth Speciality Rubber Sheet Goods	noraplan®	Rubber	4' x 49.21'	SF	\$22.50	44.44%	\$12.50
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	549 - 1702	sentica ed 2.0mm smooth Special Rubber Sheet Goods	noraplan®	Rubber	4' x 49.21'	SF	\$21.49	44.44%	\$11.94
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	549 - 1703	sentica ed 3.0mm smooth Special Rubber Sheet Goods	noraplan	Rubber	49.21' x 48"	SF	\$32.24	44.44%	\$17.91
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	301 - 182C	sentica nTx 2.0mm smooth Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	Rubber	49.21' x 48"	SF	\$16.76	44.44%	\$9.31
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	301 - 186C	sentica nTx 3.0mm smooth Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	Rubber	39.37' x 48"	SF	\$20.52	44.44%	\$11.40
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	691 - 1462	Signa environcare 2.0mm smooth Rubber Sheet Goods	noraplan®	Rubber	4' x 49.21'	SF	\$13.30	44.44%	\$7.39
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	691 - 1463	Signa environcare 3.0mm smooth Rubber Sheet Goods	noraplan®	Rubber	4' x 39.37'	SF	\$16.58	44.44%	\$9.21
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	693 - 1420	Signa environcare acoustic 4.0mm smooth Speciality Rubber Sheet Goods	noraplan®	Rubber	4' x 39.37'	SF	\$22.50	44.44%	\$12.50
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	508 - 1390	Signa environcare ed 2.0mm smooth Speciality Rubber Sheet Goods	noraplan®	Rubber	4' x 49.21'	SF	\$21.49	44.44%	\$11.94
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	508 - 1523	Signa environcare ed 3.0mm smooth Speciality Rubber Sheet Goods	noraplan	Rubber	39.37' x 48"	SF	\$30.56	44.44%	\$16.98
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	303 - 181C	Signa Environcare nTx 2.0mm smooth Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	Rubber	49.21' x 48"	SF	\$16.76	44.44%	\$9.31
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	303 - 187C	Signa Environcare nTx 3.0mm smiith Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	Rubber	39.37' x 48"	SF	\$20.52	44.44%	\$11.40
nora Systems, Inc. (nora by Interface)	Rubber Sheet Goods	511 - 1640	unita, 2 mm Rubber Sheet Goods	noraplan®	Rubber	49.21' x 48"	SF	\$13.60	44.44%	\$7.55
nora Systems, Inc. (nora by Interface)	Adhesive	502902	AC 100 Adhesive			3.08 Gal.	EA	\$267.89	32.43%	\$181.01
nora Systems, Inc. (nora by Interface)	Adhesive	504101	AC MR95 (acrylic) 880 - 1040 SF			4 Gal.	EA	\$452.91	32.43%	\$306.02
nora Systems, Inc. (nora by Interface)	Adhesive	502980	Dryfix 750 MR Tape Adhesive			29.5" x 253.9 Roll	EA	\$3,640.71	32.43%	\$2,459.94
nora Systems, Inc. (nora by Interface)	Adhesive	502905	Dryfix 750 Tape Adhesive			29.5" x 98.5' Roll	EA	\$864.39	32.43%	\$584.05
nora Systems, Inc. (nora by Interface)	Adhesive	502981	Dryfix ed Tape Adhesive			29.5" x 98.5' Roll	EA	\$1,189.19	32.43%	\$803.51
nora Systems, Inc. (nora by Interface)	Adhesive	502903	ED 120 Adhesive			3.08 Gal.	EA	\$683.86	32.43%	\$462.07
nora Systems, Inc. (nora by Interface)	Adhesive	504103	ED MR90 (conductive acrylic) 640 - 720 SF			4 Gal.	EA	\$786.42	32.43%	\$531.36
nora Systems, Inc. (nora by Interface)	Adhesive	502904	nTx 020 bond enhancer 2.6 Gal.			2.6 Gal.	EA	\$693.33	32.43%	\$468.47
nora Systems, Inc. (nora by Interface)	Adhesive	502907	Profix 145 Tape Adhesive			5.71" x 164' Roll	EA	\$360.39	32.43%	\$243.51
nora Systems, Inc. (nora by Interface)	Adhesive	502910	Profix 50 Tape Adhesive			1.97" x 164' Roll	EA	\$117.41	32.43%	\$79.33
nora Systems, Inc. (nora by Interface)	Adhesive	502908	Profix 90 Tape Adhesive			3.54" x 164' Roll	EA	\$204.80	32.43%	\$138.38
nora Systems, Inc. (nora by Interface)	Adhesive	502901	PU 102 Adhesive			1.43 Gal	EA	\$359.61	32.43%	\$242.98
nora Systems, Inc. (nora by Interface)	Adhesive	504102	PU MR95240 - 270 SF			1.5 Gal.	EA	\$308.80	32.43%	\$208.65
nora Systems, Inc. (nora by Interface)	Wall Base	522 - 0820	Wall Base 4" cove, 120 LF per roll			4"	LF	\$1.64	32.43%	\$1.11
nora Systems, Inc. (nora by Interface)	Stair Treads	569 - 31 Argo	arago hammered 5mm Stair Treads			4', 5', 6'	LF	\$34.09	32.43%	\$23.04
nora Systems, Inc. (nora by Interface)	Stair Treads	407 - 04 Grano	grano 5mm hammered Stair Treads			4', 5', 6'	LF	\$34.09	32.43%	\$23.04
nora Systems, Inc. (nora by Interface)	Stair Treads	556 - 04 Satura	satura 5mm hammered Stair Treads			4', 5', 6'	LF	\$34.09	32.43%	\$23.04
nora Systems, Inc. (nora by Interface)	Stair Treads	572 - 04 Hammered	hammered 5mm Stair Treads			4', 5', 6'	LF	\$31.00	32.43%	\$20.94
nora Systems, Inc. (nora by Interface)	Stair Treads	572 - 04 Round	round 5mm pastille Stair Treads			4', 5', 6'	LF	\$31.00	32.43%	\$20.94
nora Systems, Inc. (nora by Interface)	Stair nosing	114678	Aluminum stair nosing			1 pc = 8.2 LF	EA	\$143.67	32.43%	\$97.07
nora Systems, Inc. (nora by Interface)	Stair nosing	523 - 0805 A/C	Stair nosing T 5044 A/C 2-2.7mm				LF	\$23.01	32.43%	\$15.55
nora Systems, Inc. (nora by Interface)	Stair nosing	523 - 0805 E/F	Stair nosing T 5044 E/F 3.5-4mm				LF	\$23.01	32.43%	\$15.55

nora by Interface

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nora Systems, Inc. (nora by Interface)	Stair nosing	523 - 0802 A/C	Stair nosing T 5049 A/C 2-2.7mm				LF	\$23.01	32.43%	\$15.55
nora Systems, Inc. (nora by Interface)	Stair nosing	523 - 0802 E/F	Stair nosing T 5049 E/F 3.5-4mm				LF	\$23.01	32.43%	\$15.55
nora Systems, Inc. (nora by Interface)	Accessories	502671	2-sided tape for smooth VI strips			1 59/64" x 540' (49 mm x 164 m)	EA	\$322.31	32.43%	\$217.78
nora Systems, Inc. (nora by Interface)	Accessories	689 - 0928	Cold Weld Compound Joint Sealant 735				EA	\$91.24	32.43%	\$61.65
nora Systems, Inc. (nora by Interface)	Accessories	503000	Cold weld starter kit- Liquid wax (109914) / Spatula (120184)				EA	\$205.25	32.43%	\$138.68
nora Systems, Inc. (nora by Interface)	Accessories	502935	Cold weld tape			2" x 108' roll	EA	\$29.61	32.43%	\$20.01
nora Systems, Inc. (nora by Interface)	Accessories	500875	Epoxy stair filler			50' at 1/4" bead	EA	\$86.31	32.43%	\$58.32
nora Systems, Inc. (nora by Interface)	Accessories	792 - 0946 Rod	Hot Welding Rod, 328 LF			328 LF per roll	EA	\$234.21	32.43%	\$158.25
nora Systems, Inc. (nora by Interface)	Accessories	Permalight 1" Strip	Inlaid flexible 1" glow strip for nora stair accessories (ADD ON \$)				LF	\$7.52	32.43%	\$5.08
nora Systems, Inc. (nora by Interface)	Accessories	Permalight 2" Strip	Inlaid flexible 2" glow strip for nora stair accessories (ADD ON \$)				LF	\$10.18	32.43%	\$6.88
nora Systems, Inc. (nora by Interface)	Accessories	VI Textured Strip	Inlaid Grit strip for nora stair accessories (ADD ON \$) (Visually impaired compliant with the ADA and state requirements)				LF	\$7.52	32.43%	\$5.08
nora Systems, Inc. (nora by Interface)	Accessories	VI Smooth Strip	Inlaid Smooth strip for nora stair accessories (ADD ON \$) (Visually impaired compliant with the ADA and state requirements)				LF	\$9.39	32.43%	\$6.34
nora Systems, Inc. (nora by Interface)	Accessories	113683	Metal Repair Stair Angle			1 box of 30 pc	EA	\$502.39	32.43%	\$339.46
nora Systems, Inc. (nora by Interface)	Accessories	503027	Permalight; 1" x 79' roll			1" x 79' (2.54 mm x 24 m)	EA	\$323.89	32.43%	\$218.84
nora Systems, Inc. (nora by Interface)	Accessories	503038	Permalight; 2" x 52' roll			2" x 52' (5.08 mm x 15.8 m)	EA	\$409.66	32.43%	\$276.80
nora Systems, Inc. (nora by Interface)	Accessories	502906	Stepfix Tape Adhesive, 240mm x 50m Roll			9.45" x 164' Roll	LF	\$477.02	32.43%	\$322.31
nora Systems, Inc. (nora by Interface)	Accessories	683 -0826	VI strip; 2" x 60' roll - black, red, blue, grey, yellow, nite glow			2" x 60' roll	EA	\$158.42	32.43%	\$107.04

Interface

PRODUCT AND SERVICE PROVIDERS:		Northeast Region:		Mid-West Region:		Southeast Region:		South Central Region:		North Central Region:		Rockies:		West Coast Region:		State of New York		State of Florida		Non-Continental Region:	
- Local Dealers																					
or																					
- Manufacturer Turn-Key (material and installation) Quote Request Email: Contract.Services@Interface.com		ME, VT, NH, MA, RI, CT, NJ, PA, DE		MD, VA, WV, KY, IN, OH, MI		NC,TN, MS, AL, GA, SC		AR, OK, TX, LA		IL, MO, KS, NE, IA, WI, MN, SD, ND		NM, AZ, NV, UT, CO, WY		CA, OR, WA, ID, MT				AK & HI			
INSTALLATION AND SUNDRY ITEMS		UOM	Non Union Rate	Union Wage Rate (High Cost Areas)	Non Union Rate	Union Wage Rate (High Cost Areas)	Non Union Rate	Union Wage Rate (High Cost Areas)	Non Union Rate	Union Wage Rate (High Cost Areas)	Non Union Rate	Union Wage Rate (High Cost Areas)	Non Union Rate	Union Wage Rate (High Cost Areas)	Labor Rate	Non Union Rate	Union Wage Rate (High Cost Areas)	Non Union Rate	Union Wage Rate (High Cost Areas)		
Installation - Monday - Friday Standard 8 Hour Shift			See Grid		See Grid		See Grid		See Grid		See Grid		See Grid		See Grid		See Grid		See Grid		
Installation - Monday - Friday Overtime (ADD ON)		% Added	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	50%	25%	50%	25%	50%
Installation - Saturday (ADD ON)		% Added	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	50%	25%	50%	25%	50%
Installation - Sunday & Holidays (ADD ON)		% Added	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	100%	35%	100%	35%	100%
* Project Management Fee (Not to Exceed) (% ADD ON)		% Added	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
Mark Up for Rental or Materials not listed (% ADD ON)		% Added	20%	28%	20%	28%	20%	28%	20%	28%	20%	28%	20%	28%	20%	28%	28%	20%	28%	20%	28%
Hourly Rate for Services Not Listed (non-overtime)		Hourly Rate	\$107.64	\$150.72	\$107.64	\$150.72	\$107.64	\$150.72	\$107.64	\$150.72	\$107.64	\$150.72	\$107.64	\$150.72	\$107.64	\$150.72	\$150.72	\$107.64	\$150.72	\$107.64	\$150.72
Installation - Interface Carpet Tile (Labor Only)		Sq. Yd.	\$11.46	\$16.08	\$8.28	\$11.64	\$9.00	\$12.60	\$7.98	\$11.16	\$8.28	\$11.64	\$9.00	\$12.60	\$11.46	\$13.44	\$17.40	\$9.00	\$12.60	\$11.46	\$16.08
Installation - L I F T System Interface Carpet Tile Projects (labor only)		Sq. Yd.	\$21.06	\$29.52	\$18.54	\$25.92	\$19.92	\$27.84	\$18.54	\$25.92	\$18.54	\$25.92	\$18.54	\$25.92	\$21.06	\$29.52	\$29.52	\$19.92	\$27.84	\$21.06	\$29.52
Installation - Interface Luxury Vinyl Tile (labor only)		Sq. Ft.	\$3.84	\$5.34	\$2.22	\$3.12	\$2.52	\$3.48	\$3.30	\$4.56	\$2.22	\$3.12	\$3.30	\$4.56	\$3.84	\$6.30	\$6.30	\$3.00	\$4.20	\$3.84	\$5.34
Installation - Nora by Interface Rubber Tile (labor only)		Sq. Ft.	\$5.82	\$8.16	\$5.28	\$7.38	\$5.82	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16
Installation - Nora by Interface Rubber Sheet Goods (labor only)		Sq. Ft.	\$5.82	\$8.16	\$5.28	\$7.38	\$5.82	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16
Installation - Nora by Interface Heat Welding Rubber Flooring (Labor only)		Sq. Ft.	\$5.82	\$8.16	\$5.28	\$7.38	\$5.82	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16
Installation - Nora by Interface Flash Coving Rubber Flooring (Labor only)		Ln. Ft.	\$14.22	\$17.70	\$14.22	\$17.70	\$14.22	\$17.70	\$14.22	\$17.70	\$14.22	\$17.70	\$14.22	\$17.70	\$14.22	\$17.70	\$24.84	\$14.22	\$17.70	\$14.22	\$17.70
Installation - Nora by Interface Rubber Dissipative Flooring (Labor Only)		Sq. Ft.	\$5.82	\$8.16	\$5.28	\$7.38	\$5.82	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16	\$8.16	\$5.82	\$8.16	\$5.82	\$8.16
Installation - Nora by Interface Resilient Wall Base (labor only)		Ln. Ft.	\$2.10	\$2.94	\$1.98	\$2.76	\$1.68	\$2.34	\$1.68	\$2.34	\$1.68	\$2.34	\$1.68	\$2.34	\$2.10	\$2.94	\$3.72	\$1.68	\$2.34	\$2.10	\$2.94
Installation - Nora by Interface Stair treads (labor only)		Ln. Ft.	\$28.98	\$40.62	\$26.40	\$36.96	\$26.40	\$36.96	\$26.40	\$36.96	\$26.40	\$36.96	\$26.40	\$36.96	\$28.98	\$40.62	\$40.62	\$26.40	\$36.96	\$28.98	\$40.62
Installation - Nora by Interface Stair nosing (labor only)		Ln. Ft.	\$20.34	\$28.44	\$18.54	\$25.92	\$18.54	\$25.92	\$18.54	\$25.92	\$18.54	\$25.92	\$18.54	\$25.92	\$20.34	\$28.44	\$28.44	\$18.54	\$25.92	\$20.34	\$28.44
Installation - VCT (Armstrong) (labor only)		Sq. Ft.	\$1.98	\$2.76	\$1.68	\$2.34	\$1.68	\$2.34	\$1.68	\$2.34	\$1.68	\$2.34	\$1.68	\$2.34	\$1.98	\$2.76	\$2.76	\$2.10	\$2.94	\$1.98	\$2.76
Removal - Carpet Tile (labor only)		Sq. Yd.	\$2.94	\$4.08	\$2.64	\$3.72	\$4.02	\$5.64	\$2.64	\$3.72	\$2.64	\$3.72	\$2.94	\$4.08	\$2.94	\$7.74	\$8.64	\$4.02	\$5.64	\$2.94	\$4.08
Removal - Luxury Vinyl Tile (labor only)		Sq. Ft.	\$1.56	\$2.16	\$0.90	\$1.26	\$0.90	\$1.26	\$0.90	\$1.26	\$0.90	\$1.26	\$0.90	\$1.26	\$1.56	\$1.92	\$2.76	\$0.90	\$1.26	\$1.56	\$2.16
Removal - Rubber Tile (labor only)		Sq. Ft.	\$1.56	\$2.16	\$0.90	\$1.26	\$0.90	\$1.26	\$0.90	\$1.26	\$0.90	\$1.26	\$0.90	\$1.26	\$1.56	\$2.16	\$2.64	\$0.90	\$1.26	\$1.56	\$2.16
Removal - Rubber Sheet Goods (labor only)		Sq. Ft.	\$2.58	\$3.60	\$1.80	\$2.52	\$1.80	\$2.52	\$1.80	\$2.52	\$1.80	\$2.52	\$1.80	\$2.52	\$2.58	\$3.60	\$3.60	\$1.80	\$2.52	\$2.58	\$3.60
Removal - Rubber Sheet Goods (Stairs application) (labor only)		Sq. Ft.	\$1.56	\$2.16	\$1.56	\$2.16	\$1.56	\$2.16	\$1.56	\$2.16	\$1.56	\$2.16	\$1.56	\$2.16	\$1.56	\$2.16	\$2.64	\$1.56	\$2.16	\$1.56	\$2.16
Removal - VCT (labor only)		Sq. Ft.	\$1.56	\$2.16	\$0.72	\$1.02	\$0.60	\$0.78	\$0.72	\$1.02	\$0.72	\$1.02	\$0.72	\$1.02	\$1.56	\$2.16	\$2.16	\$1.10	\$1.54	\$1.56	\$2.16
Removal - Broadloom direct glue down (labor only)		Sq. Yd.	\$5.22	\$7.26	\$3.84	\$5.40	\$3.84	\$5.40	\$3.84	\$5.40	\$3.84	\$5.40	\$3.84	\$5.40	\$5.22	\$7.26	\$8.64	\$4.50	\$6.30	\$5.22	\$7.26
Removal - Double Stick Installation (labor only)		Sq. Yd.	\$5.82	\$8.16	\$5.28	\$7.38	\$8.04	\$11.22	\$5.28	\$7.38	\$5.28	\$7.38	\$5.28	\$7.38	\$5.82	\$8.16	\$16.92	\$8.04	\$11.22	\$5.82	\$8.16
Removal - Sheet Vinyl (labor only)		Sq. Ft.	\$1.56	\$2.16	\$1.08	\$1.50	\$1.08	\$1.50	\$1.08	\$1.50	\$1.08	\$1.50	\$1.08	\$1.50	\$1.56	\$2.16	\$2.64	\$1.08	\$1.50	\$1.56	\$2.16
Removal - Existing Cove Base (labor only)		Ln. Ft.	\$0.72	\$0.96	\$0.72	\$0.96	\$0.72	\$0.96	\$0.72	\$0.96	\$0.72	\$0.96	\$0.72	\$0.96	\$0.72	\$0.96	\$1.14	\$0.72	\$0.96	\$0.72	\$0.96
Removal - Existing Stair Tread		Ln. Ft.	\$4.86	\$6.78	\$4.86	\$6.78	\$4.86	\$6.78	\$4.86	\$6.78	\$4.86	\$6.78	\$4.86	\$6.78	\$4.86	\$6.78	\$9.00	\$4.86	\$6.78	\$4.86	\$6.78
Floor Prep - Removal of Existing Coating, Glue, and Mastic		Sq. Ft.	\$1.56	\$2.16	\$1.56	\$2.16	\$1.56	\$2.16	\$1.56	\$2.16	\$1.56	\$2.16	\$1.56	\$2.16	\$1.56	\$1.50	\$2.16	\$1.56	\$2.16	\$1.56	\$2.16
Floor Prep - (Minor) Skim Coating to 1/8 inch (Material & Labor)		Sq. Ft.	\$1.08	\$1.50	\$1.08	\$1.50	\$0.90	\$1.26	\$0.90	\$1.26	\$0.90	\$1.26	\$0.90	\$1.26	\$1.08	\$1.74	\$2.46	\$0.90	\$1.26	\$1.08	\$1.50
Floor Prep - Self leveling to 1/4 inch (Material & Labor)		Sq. Ft.	\$2.52	\$3.48	\$2.10	\$2.94	\$2.10	\$2.94	\$2.10	\$2.94	\$2.10	\$2.94	\$2.10	\$2.94	\$2.52	\$3.48	\$4.86	\$2.10	\$2.94	\$2.52	\$3.48
Floor Prep - (Extreme) Grind floor to receive flooring. (Material & Labor)		Sq. Ft.	\$2.64	\$3.72	\$2.64	\$3.72	\$2.64	\$3.72	\$2.64	\$3.72	\$2.64	\$3.72	\$2.64	\$3.72	\$2.64	\$3.72	\$4.50	\$2.64	\$3.72	\$2.64	\$3.72
Floor Prep - Moisture Mitigator / Self Level / Grinding. (Material & Labor)		Sq. Ft.	\$4.38	\$6.12	\$4.38	\$6.12	\$4.38	\$6.12	\$4.38	\$6.12	\$4.38	\$6.12	\$4.38	\$6.12	\$4.38	\$6.12	\$11.34	\$4.38	\$6.12	\$4.38	\$6.12
Floor Prep - 1/4 Inch Luan (Material & Labor)		Sq. Ft.	\$4.14	\$5.82	\$4.14	\$5.82	\$4.14	\$5.82	\$4.14	\$5.82	\$4.14	\$5.82	\$4.14	\$5.82	\$4.14	\$5.82	\$5.82	\$4.14	\$5.82	\$4.14	\$5.82
Reclamation Prep - Palletize/Shrink Wrap (Recyclable) Carpet for Recycling		Sq. Yd.	\$3.36	\$4.68	\$1.98	\$2.76	\$1.98	\$2.76	\$1.98	\$2.76	\$1.98	\$2.76	\$1.98	\$2.76	\$3.36	\$3.18	\$4.68	\$1.98	\$2.76	\$3.36	\$4.68
Reclamation Prep - Palletize/Shrink Wrap (Recyclable) Resilient Flooring for Recycling		Sq. Ft.	\$0.36	\$0.54	\$0.24	\$0.30	\$0.24	\$0.30	\$0.24	\$0.30	\$0.24	\$0.30	\$0.24	\$0.30	\$0.36	\$0.54	\$0.72	\$0.24	\$0.30	\$0.36	\$0.54
Reclamation Processing Fee - (Interface Brand) Carpet *Freight not included		Sq. Yd.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Reclamation Processing Fee - (Recyclable) Carpet *Freight not included		Sq. Yd.	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26
Reclamation Processing Fee - (Non-recyclable) Carpet Waste to Energy *Freight not included		Sq. Yd.	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78	\$0.78
Reclamation Processing Fee - (Non-recyclable) Resilient Flooring Waste to Energy *Freight not included		Sq. Ft.	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24</				

Interface

PRODUCT AND SERVICE PROVIDERS:		Northeast Region:		Mid-West Region:		Southeast Region:		South Central Region:		North Central Region:		Rockies:		West Coast Region:		State of New York		State of Florida		Non-Continental Region: AK & HI	
- Local Dealers																					
or																					
- Manufacturer Turn-Key (material and installation) Quote Request Email: Contract.Services@Interface.com																					
INSTALLATION AND SUNDRY ITEMS		UOM	Non Union Rate	Union Wage Rate (High Cost Areas)	Non Union Rate	Union Wage Rate (High Cost Areas)	Non Union Rate	Union Wage Rate (High Cost Areas)	Non Union Rate	Union Wage Rate (High Cost Areas)	Non Union Rate	Union Wage Rate (High Cost Areas)	Non Union Rate	Union Wage Rate (High Cost Areas)	Non Union Rate	Union Wage Rate (High Cost Areas)	Labor Rate	Non Union Rate	Union Wage Rate (High Cost Areas)	Non Union Rate	Union Wage Rate (High Cost Areas)
Furnish / Install - Resilient 4" Base (standard styles)		Ln. Ft.	\$3.12	\$4.38	\$3.12	\$4.38	\$3.12	\$4.38	\$3.12	\$4.38	\$3.12	\$4.38	\$3.12	\$4.38	\$3.12	\$6.18	\$4.86	\$3.45	\$4.83	\$3.12	\$4.38
Furnish / Install - Resilient 6" Base (standard styles)		Ln. Ft.	\$3.66	\$5.16	\$3.66	\$5.16	\$3.66	\$5.16	\$3.66	\$5.16	\$3.66	\$5.16	\$3.66	\$5.16	\$3.66	\$6.24	\$6.24	\$4.65	\$6.51	\$3.66	\$5.16
Furnish / Install - Transition Strips		Ln. Ft.	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66
Furnish / Install - Carpet to Tile Reducer (Mercer 165 or Similar)		Ln. Ft.	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66
Furnish / Install - Stair Tread (standard styles)		Ln. Ft.	\$42.78	\$59.94	\$42.78	\$59.94	\$42.78	\$59.94	\$42.78	\$59.94	\$42.78	\$59.94	\$42.78	\$59.94	\$42.78	\$59.94	\$59.94	\$42.78	\$59.94	\$42.78	\$59.94
Furnish / Install - Stair Nosing (standard styles)		Ln. Ft.	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$6.90	\$9.66	\$19.56	\$6.90	\$9.66	\$6.90	\$9.66
Furnish / Install - Risers 8" (standard styles)		Ln. Ft.	\$10.74	\$15.00	\$10.74	\$15.00	\$10.74	\$15.00	\$10.74	\$15.00	\$10.74	\$15.00	\$10.74	\$15.00	\$10.74	\$15.00	\$15.00	\$10.74	\$15.00	\$10.74	\$15.00
Furnish / Install - Risers 9"(standard styles)		Ln. Ft.	\$10.74	\$15.00	\$10.74	\$15.00	\$10.74	\$15.00	\$10.74	\$15.00	\$10.74	\$15.00	\$10.74	\$15.00	\$10.74	\$15.00	\$15.00	\$10.74	\$15.00	\$10.74	\$15.00
Moisture Testing		Each	\$151.80	\$212.52	\$151.80	\$212.52	\$151.80	\$212.52	\$151.80	\$212.52	\$151.80	\$212.52	\$151.80	\$212.52	\$151.80	\$179.40	\$212.52	\$151.80	\$212.52	\$151.80	\$212.52
Moisture Mitigation		Sq. Ft.	\$4.38	\$6.12	\$4.38	\$6.12	\$4.38	\$6.12	\$4.38	\$6.12	\$4.38	\$6.12	\$4.38	\$6.12	\$4.38	\$6.12	\$6.12	\$4.38	\$6.12	\$4.38	\$6.12
Conventional Furniture Moving (Light)		Sq. Yd.	\$7.62	\$10.68	\$7.62	\$10.68	\$7.62	\$10.68	\$7.62	\$10.68	\$7.62	\$10.68	\$7.62	\$10.68	\$7.62	\$10.68	\$10.68	\$7.62	\$10.68	\$7.62	\$10.68
Conventional Furniture Moving (Medium)		Sq. Yd.	\$10.50	\$14.70	\$10.50	\$14.70	\$10.50	\$14.70	\$10.50	\$14.70	\$10.50	\$14.70	\$10.50	\$14.70	\$10.50	\$14.70	\$14.70	\$10.50	\$14.70	\$10.50	\$14.70
Library Lift *Freight not included*		Sq. Ft.	\$1.00	---	\$1.00	---	\$1.00	---	\$1.10	---	\$1.00	---	\$1.00	---	\$0.75	---	\$1.00	\$2.10	---	---	---
VCT - Armstrong VCT (45 Sq. FT. per Carton)		Carton	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00
Adhesive - Armstrong VCT Adhesive (4 Gal.)		Pail	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30	\$91.30
ITS99 Moisture Adhesive		Pail	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36	\$167.36
<p><u>**Local dealers that support the Interface brand are authorized to utilize these contract approved labor rates as a guide. Local dealer quotes including labor will be considered contract labor if these rates are utilized. Local dealer installation rates and sundry items may vary outside of these contract proposed rates, and would then be considered an open market labor quote on a job by job basis.</u></p> <p>Installation shall be in accordance with Interface’s instructions and the Carpet and Rug Institute (CRI) Standards for Installation of Textile Floorcovering Materials (104 for Commercial/105 for Residential).</p> <p>Installation rates are based on an open, empty office/ dormitory/quarters space on a “clean floor.” A “clean floor” is one where the condition is appropriate to accept carpet with no additional preparation other than possibly sweeping clean.</p> <p>All installation work is guaranteed for one year for any defect in workmanship and materials used to install the carpet.</p> <p>The Interface branded flooring, adhesive and accessories may be invoiced seperately from installation services and sundry items.</p>																					



**Alternate Contract Source (ACS)
No. 30161700-24-SRCWL-ACS**

For

Flooring Materials, with Related Supplies and Services

This Alternate Contract Source No. 30161700-24-SRCWL-ACS for Flooring Materials, with Related Supplies and Services (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Interface Americas, Inc. (Contractor), located at 1280 West Peachtree Street NW, Atlanta, GA 30309 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, Sourcewell, a State of Minnesota local government agency and service cooperative, competitively procured Flooring Materials, with Related Supplies and Services and executed Contract No. 061323-IFA, Flooring Materials, with Related Supplies and Services (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective August 25, 2023, and its term currently ends on August 9, 2027. The Master Contract has three years of renewals available. The Contract will become effective on February 1, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on August 9, 2027, unless terminated earlier or renewed in accordance with this Contract.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement

**Alternate Contract Source (ACS)
No. 30161700-24-SRCWL-ACS
For
Flooring Materials, with Related Supplies and Services**

the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: [Price Sheet](#)
- e) Exhibit D: Preferred Pricing Affidavit
- f) Exhibit E: [Master Contract](#) (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:

Joseph Thomas
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8367
Email: Joseph.Thomas@dms.fl.gov

Contractor's Contract Manager:

Sharon Johnson
Interface Americas, Inc.
1503 Orchard Hill Road
LaGrange, GA 30240
Telephone: (706) 812-6356
Email: contract.group@interface.com

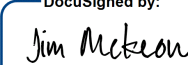
**Alternate Contract Source (ACS)
No. 30161700-24-SRCWL-ACS
For
Flooring Materials, with Related Supplies and Services**

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

INTERFACE AMERICAS, INC.

DocuSigned by:

145C81ACBCB7403
Jim McKeon, Vice President

4/22/2024 | 2:05 PM EDT
Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:

C94713929499485
Pedro Allende, Secretary

4/23/2024 | 8:19 AM EDT
Date:



EXHIBIT A ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions. (Keep if commodities related or applicable)
- D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- E. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a

supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly

Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
 - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
 - 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the end of each month	\$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

- H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- a. Contract compliance
 - b. Contract savings (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance
- I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their

specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the

public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-15958>.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-14614>.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

Exhibit B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.**2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.**2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
 Department's Physical Address
 Department's Telephone #
 Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
 Contractor's Name
 Contractor's Physical Address
 Contractor's Telephone #
 Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024
Originating Department: Public Works
 Resolution Authorizing and Directing the Mayor to enter into a Contract Agreement (RFQ 116-2024) for Security Camera System for Public Works Facility with Dove Technologies.
Agenda Title: Works Facility with Dove Technologies.
Approved by Town Manager: Bambi McKibbon-Turner
 Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=btturner@lakeparkflorida.gov, c=US
 Date: 2024.11.13 11:34:17 -05'00'

Cost of Item: \$30,341.15 **Funding Source:** ARPA
Account Number: 001-589-900-52700 **Finance Signature:** Jeff DaSilva
 Digitally signed by Jeff DaSilva
 DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdasilva@lakeparkflorida.gov, c=US
 Date: 2024.11.12 15:49:48 -05'00'

Advertised:
Date: _____ **Newspaper:** _____

Attachments: Agreement between the Town of Lake Park and Dove Technologies
Resolution Authorizing and Directing the Mayor to enter into a Contract Agreement (RFQ 116-2024) for Security Camera System for Public Works Facility with Dove Technologies.
RFQ 116-2024

Please initial one:
 _____ Yes, I have notified everyone.
 YH _____ Not applicable in this case.

Summary Explanation/Background:

The Town of Lake Park has requested professional service for Security Camera System for Public Works Facility.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION NO. 102-11-24**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR SECURITY CAMERA SYSTEM FOR PUBLIC WORKS FACILITY WITH DOVE TECHNOLOGIES FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Lake Park (Town) requires a contractor to perform Security Camera System for Public Works Facility; and

WHEREAS, the Village of North Palm Beach (City) solicited competitive bids pursuant to RFQ 2024-01 for services associated with security camera system for Public Woks facility; and

WHEREAS, pursuant to this competitive bidding process, the City awarded a bid for Security camera System for Public Woks Facility to Dove Technologies (Contractor); and

WHEREAS, the City entered into an agreement with the Contractor; and

WHEREAS, the City's Agreement allows other governmental entities to cooperatively purchase services from the Contractor based upon the same terms, services, and pricing as provided for in the Village of North Palm Beach agreement; and

WHEREAS, the Town has reviewed the scope of services outlined in the agreement that the City executed with the Contractor and determined that the services and pricing offered meet the Town's requirements for Security Camera System for Public Works Facility; and

WHEREAS, the Town has determined that it would be appropriate to take advantage of the cooperative purchasing provision contained in the City's Agreement in accordance with Florida Statutes and the Town's procurement regulations; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to enter into an agreement with the Contractor pursuant to the same terms, conditions, and pricing as contained in the Village of North Palm Beach's Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1: The foregoing recitals are incorporated herein.

Section 2: The mayor is hereby authorized and directed to execute the necessary documents to effectuate the agreement attached hereto and incorporated herein as Exhibit "A".

Section 3: This resolution shall take effect immediately upon its execution.

#5799702 v1 26508-00001

Agreement for Security Camera System for Public Works Facility

This Agreement for Security Camera System for Public Works Facility ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (hereinafter referred to as the "Town"), and Dove Technologies, a corporation with offices located at 1819 Otis Way, Florence, SC 29501, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Town of Lake Park, Florida (hereinafter "Town") is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, The Town is empowered to enter into contractual arrangements with public agencies, private corporations, or other persons; and

WHEREAS, the Town, through a competitive bidding process, solicited a Request for Quote (RFQ) to provide Security Camera System for Public Works Facility pursuant to RFQ Number 116-2024.

WHEREAS, only one proposal was received from Dove Technologies for the amount of \$30,341.15; and

WHEREAS, the Town has determined that it is in its best interest to enter into a contract agreement with Dove Technologies for services related to Security Camera System for Public Works Facility.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:

- 1.The recitals are true and correct and are incorporated herein.
- 2.Scope of Services.
 - a. The Contractor agrees to provide the Town the Services which are contained in RFQ 116-2024 for Security Camera System for Public Works Facility, attached hereto and incorporated herein as Exhibit A.
- 3.Term.
 - a. The term of this Agreement shall begin upon execution by both parties. It shall continue until September 30, 2025, unless terminated earlier in accordance with the provisions herein.

4. Compensation.

- a. Payments by the Town shall be made upon receipt of proper invoices submitted by the Contractor and are subject to Town approval.

5. Compliance with Laws.

- a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.

6. Records Retention/Ownership/Audit.

- a. The Contractor shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the Town to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format compatible with the Town's information technology systems.
- b. The Town has not performed a pre-audit of the Contractor's or Sub-contractor's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Contractor shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Contractor's and any Sub-contractor's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.
- c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Contractor in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Contractor responsible if documents are used for other purposes than intended.

7. Public Records.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the Town to perform the service.

- b. Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement and following completion of this Agreement.
- d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or its Sub-contractors related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the work and services for the Project, the Contractor shall destroy any duplicate public records that are exempt from public records disclosure. If the Contractor shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Contractor acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall 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.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

8. Insurance and Indemnification.

- a. The Contractor shall maintain insurance coverage as required under the Town policy, and provide proof of such coverage to the Town before commencing any work. Additionally, the Contractor agrees to indemnify and hold harmless the Town, its elected and appointed officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.

9. Termination.

- a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the termination date.

10. Governing Law and Venue.

- a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.
11. Entire Agreement.
- a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

ATTEST:

TOWN OF LAKE PARK

BY: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this ____ day of _____ 2024, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

Notary Public, State of Florida

**CONTRACTOR
DOVE TECHNOLOGIES**

By:_____

Its:_____

Printed

#5799688 v1 26508-00001

EXHIBIT A

RFQ 116-2024

Request for Quotes (RFQ) 116-2024 Security Camera System for Public Works Facility

Introduction

The Town of Lake Park is requesting quotes from qualified vendors to replace and upgrade the security camera system at the Public Works facility. The selected vendor will be responsible for providing, installing, and configuring the security camera system as detailed in this RFQ. Vendors are invited to submit a quote in accordance with the requirements and specifications outlined below.

Project Scope

The project scope includes the following:

1. Supply and installation of 12 security cameras (11 exterior and 1 interior).
2. Installation of network cabling (CAT6) for all camera locations.
3. Testing and verification of camera functionality to the Town's specifications.
4. Set up and configuration of the security console and necessary software licenses.
5. Cloud based system.
6. Training for key personnel on system operation and maintenance.
7. Warranty coverage for all installed equipment as per vendor terms.

Evaluation Criteria

The evaluation of submissions will be based on the following criteria:

1. Total cost of the project.
2. Vendor's experience and qualifications.
3. Quality of the proposed equipment and warranty terms.
4. Proposed project timeline and implementation strategy.

Terms and Conditions

The Town of Lake Park reserves the right to:

1. Accept or reject any or all quotes received in response to this RFQ.
2. Modify or cancel this RFQ at any time before the award of the contract.
3. Negotiate with the selected vendor regarding project scope, cost, and other contract terms.

Submission Deadline

All submissions must be received no later than 10:00 A.M. Friday, November 1, 2024, and should be sent electronically to townclerk@lakeparkflorida.gov or delivered in a sealed envelope clearly labeled "**RFQ 116-2024 "Security Camera System for Public Works Facility"**" to 535 Park Avenue, Lake Park, FL 33403 attention Town Clerk.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Originating Department: Public Works

Agenda Title: Resolution Authorizing and Directing the Mayor to Piggyback on the Village of North Palm Beach's Contract Agreement (RFQ 2024-01) for Tree Trimming Management and Maintenance Service Contracts with Salgado Tree Trimming, LLC and Precision Landscape Company of Palm Beach County, Inc. for the Town of Lake Park

Approved by Town Manager: **Bambi McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=btturner@lakeparkflorida.gov, c=US
 Date: 2024.11.13 11:30:35 -05'00'

Cost of Item: \$38,000
 001-572-406-

Funding Source: CONTRACTUAL SERVICES

Account Number: 34000

Finance Signature: **Jeff DaSilva**

Digitally signed by Jeff DaSilva
 DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdsilva@lakeparkflorida.gov, c=US
 Date: 2024.11.12 15:30:43 -05'00'

Advertised:

Date: N/A

Newspaper:

Attachments: Agreements between the Town of Lake Park and awarded vendors Salgado Tree Trimming, LLC and Precision Landscape Company of Palm Beach County, Inc.

Resolution Authorizing and Directing the Mayor to Piggyback on the Village of North Palm Beach's Contract Agreement (RFQ 2024-01)

Exhibit A: Resolution from April 11, 2024 Regular Section Agenda for the Village of North Palm Beach awarded contract to Salgado Tree Trimming, LLC and Precision Landscape Company of Palm Beach County, Inc. for Tree Trimming Management and Maintenance Service.

Please initial one:

YH Yes, I have notified everyone.

YH Not applicable in this case.

Summary Explanation/Background:

The Public Works Department of the Town of Lake Park is seeking authorization to piggyback on the Village of North Palm Beach's Contract Agreement for Tree Trimming Management and Maintenance Service. The agreement, which was competitively bid and awarded to Salgado Tree Trimming, LLC and Precision Landscape Company of Palm Beach County, Inc., provides a flexible and cost-effective

solution for addressing tree trimming management and maintenance.

By piggybacking on this existing contract, the Town can expedite the procurement process, secure competitive pricing, and engage contractors already demonstrating their qualifications and performance under the Village of North Palm Beach agreement. This approach adheres to local and state procurement regulations and allows the Town to benefit from the established contract terms without the need to issue a new bid.

The authorization will enable the Town to move forward with essential tree trimming management and maintenance service efficiently, ensure timely completion, and maintain compliance with all legal requirements.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR TREE TRIMMING MANAGEMENT AND MAINTENANCE SERVICE WITH SALGADO TREE TRIMMING, LLC AND PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (Town) requires a contractor to perform tree trimming management and maintenance service; and

WHEREAS, the Village of North Palm Beach (City) solicited competitive bids pursuant to RFQ 2024-01 for services associated with tree trimming management and maintenance service; and

WHEREAS, pursuant to this competitive bidding process, the City awarded a bid for Tree Trimming Management and Maintenance Service to Salgado Tree Trimming, LLC and Precision Landscape Company of Palm Beach County, Inc. (Contractors); and

WHEREAS, the City entered into an agreement with the Contractors; and

WHEREAS, the City's Agreement allows other governmental entities to cooperatively purchase services from the Contractors based upon the same terms, services, and pricing as provided for in the Village of North Palm Beach agreement; and

WHEREAS, the Town has reviewed the scope of services outlined in the agreement that the City executed with the Contractors and determined that the services and pricing offered meet the Town's requirements for tree trimming management and maintenance service; and

WHEREAS, the Town has determined that it would be appropriate to take advantage of the cooperative purchasing provision contained in the City's Agreement in accordance with Florida Statutes and the Town's procurement regulations; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to enter into an agreement with the Contractors pursuant to the same terms, conditions, and pricing as contained in the Village of North Palm Beach's Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1: The foregoing recitals are incorporated herein.

Section 2: The mayor is hereby authorized and directed to execute the necessary documents to effectuate the agreement attached hereto and incorporated herein as Exhibit "A".

Section 3: This resolution shall take effect immediately upon its execution.

#5799702 v1 26508-00001

Agreement for Tree Trimming Management and Maintenance Service

This Agreement for tree trimming management and maintenance service ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (hereinafter referred to as the "Town"), and Salgado Tree Trimming, LLC a corporation with offices located at 924 Saint James Street, West Palm Beach, FL 33415, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Town of Lake Park is responsible for ensuring the proper management and maintenance of trees within its jurisdiction to maintain public safety and compliance with applicable regulations; and

WHEREAS, the Village of North Palm Beach (the City), through a competitive bidding process, solicited bids from qualified contractors to provide for Tree Trimming Management and Maintenance Service pursuant to its Invitation for Bid Number RFQ 2024-01; and

WHEREAS, the Cities awarded a bid for Tree Trimming Management and Maintenance Service to Salgado Tree Trimming, LLC; and

WHEREAS, the Contractor agreed to honor the same terms and conditions for their services to the Town; and

WHEREAS, the Village of North Palm Beach's Agreement executed between the Contractor and the City, the parties agreed that the same terms, conditions, and services could be made available to other public entities pursuant to cooperative purchasing, commonly known as piggybacking; and

WHEREAS, the Town has determined that it is in the best interest of the Town to piggyback on the Village of North Palm Beach's Agreement for the same services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:

1. The recitals are true and correct and are incorporated herein.
2. Scope of Services.
 - a. The Contractor agrees to provide the Town the Services which are contained in its agreement with the City, including, Tree Trimming Management and Maintenance Service. A copy of the City's agreement with the Contractor is attached hereto and incorporated herein as Exhibit A.

3.Term.

- a. The term of this Agreement shall begin upon execution by both parties. It shall continue for the same duration as the Village of North Palm Beach's Agreement, from the beginning of [Month and Day, 2024], through [Month and Day, 2027], including any extensions or renewals, unless terminated earlier in accordance with the provisions herein.

4.Compensation.

- a. The Town agrees to pay the Contractor according to the pricing structure established in the Contractor's agreement with the City. Payments by the Town shall be made upon receipt of proper invoices submitted by the Contractor and are subject to Town approval.

5.Compliance with Laws.

- a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.

6.Records Retention/Ownership/Audit.

- a. The Contractor shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the Town to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format compatible with the Town's information technology systems.
- b. The Town has not performed a pre-audit of the Contractor's or Sub-Contractor's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Contractor shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Contractor's and any Sub-Contractor's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.
- c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the

Contractor in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Contractor responsible if documents are used for other purposes than intended.

7. Public Records.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement and following completion of this Agreement.
- d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or its Sub-Contractors related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the work and services for the Project, the Contractor shall destroy any duplicate public records that are exempt from public records disclosure. If the Contractor shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Contractor acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall 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.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

8. Insurance and Indemnification.

- a. The Contractor shall maintain insurance coverage as required under the City of Dania's Agreement and provide proof of such coverage to the Town before commencing any work. Additionally, the Contractor agrees

to indemnify and hold harmless the Town, its elected and appointed officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.

9. Termination.

- a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the termination date.

10. Governing Law and Venue.

- a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

11. Entire Agreement.

- a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

ATTEST:

TOWN OF LAKE PARK

BY: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this ____ day of _____ 2024, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

Notary Public, State of Florida

CONTRACTOR
SALGADO TREE TRIMMING, LLC

By:_____

Its:_____

Printed

#5799688 v1 26508-00001

Agreement for Tree Trimming Management and Maintenance Service

This Agreement for tree trimming management and maintenance service ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (hereinafter referred to as the "Town"), and Precision Landscape Company of Palm Beach County, Inc. A corporation with offices located at 9450 Old Dixie Highway, North Palm Beach, FL 33408, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Town of Lake Park is responsible for ensuring the proper management and maintenance of trees within its jurisdiction to maintain public safety and compliance with applicable regulations; and

WHEREAS, the Village of North Palm Beach (the City), through a competitive bidding process, solicited bids from qualified contractors to provide for Tree Trimming Management and Maintenance Service pursuant to its Invitation for Bid Number RFQ 2024-01; and

WHEREAS, the City awarded a bid for Tree Trimming Management and Maintenance Service to Precision Landscape Company of Palm Beach County, Inc.; and

WHEREAS, the Contractor agreed to honor the same terms and conditions for their services to the Town; and

WHEREAS, the Village of North Palm Beach's Agreement executed between the Contractor and the City, the parties agreed that the same terms, conditions, and services could be made available to other public entities pursuant to cooperative purchasing, commonly known as piggybacking; and

WHEREAS, the Town has determined that it is in the best interest of the Town to piggyback on the Village of North Palm Beach's Agreement for the same services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:

1. The recitals are true and correct and are incorporated herein.
2. Scope of Services.
 - a. The Contractor agrees to provide the Town the Services which are contained in its agreement with the City, including, Tree Trimming Management and Maintenance Service. A copy of the City's agreement

with the Contractor is attached hereto and incorporated herein as Exhibit A.

3.Term.

- a. The term of this Agreement shall begin upon execution by both parties. It shall continue for the same duration as the Village of North Palm Beach's Agreement, from the beginning of [Month and Day, 2024], through [Month and Day, 2027], including any extensions or renewals, unless terminated earlier in accordance with the provisions herein.

4.Compensation.

- a. The Town agrees to pay the Contractor according to the pricing structure established in the Contractor's agreement with the City. Payments by the Town shall be made upon receipt of proper invoices submitted by the Contractor and are subject to Town approval.

5.Compliance with Laws.

- a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.

6.Records Retention/Ownership/Audit.

- a. The Contractor shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the Town to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format compatible with the Town's information technology systems.
- b. The Town has not performed a pre-audit of the Contractor's or Sub-Contractor's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Contractor shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Contractor's and any Sub-Contractor's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.

- c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Contractor in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Contractor responsible if documents are used for other purposes than intended.

7. Public Records.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement and following completion of this Agreement.
- d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or its Sub-Contractors related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the work and services for the Project, the Contractor shall destroy any duplicate public records that are exempt from public records disclosure. If the Contractor shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Contractor acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall 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.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

8. Insurance and Indemnification.

- a. The Contractor shall maintain insurance coverage as required under the City of Dania's Agreement and provide proof of such coverage to the Town before commencing any work. Additionally, the Contractor agrees to indemnify and hold harmless the Town, its elected and appointed officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.

9. Termination.

- a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the termination date.

10. Governing Law and Venue.

- a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

11. Entire Agreement.

- a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

ATTEST:

TOWN OF LAKE PARK

BY: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this ____ day of
_____ 2024, by Roger Michaud, Mayor of the Town of Lake Park, who is personally
known to me.

Notary Public, State of Florida

CONTRACTOR
PRECISION LANDSCAPING COMPANY
OF PALM BEACH COUNTY, INC.

By: _____

Its: _____

Printed

#5799688 v1 26508-00001

VILLAGE OF NORTH PALM BEACH LEISURE SERVICES

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: April 11, 2024

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

Background:

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

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

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

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

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

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

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

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

Contract Term:

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

Scope of Work:

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

Fiscal Impacts:

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

Account Information:

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

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

Recommendation:

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

RESOLUTION 2024-_____

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

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

WHEREAS, the Selection Committee reviewed and evaluated the proposals in accordance with the criteria set forth in the RFP and based on such evaluation, Village Staff recommended accepting the proposals submitted by Precision Landscape Company of Palm Beach County, Inc. and Salgado Tree Trimming, LLC and executing non-exclusive contracts with both companies; and

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

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

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

Section 2. The Village Council accepts the proposals from Precision Landscape Company of Palm Beach County, Inc. and Salgado Tree Trimming, LLC for tree trimming, management, and maintenance services and authorizes the Mayor and Village Clerk to execute Contracts for such services, copies of which are attached hereto and incorporated herein. The total amount for each Contract shall not exceed \$50,000.00 during any single fiscal year, with funds expended from Account No. A8028-33491 (Recreation – Contractual Services).

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

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

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

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

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

SECTION 2: TERM OF CONTRACT.

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

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

SECTION 3: VILLAGE'S REPRESENTATIVE.

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

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

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

B. In order for both parties herein to close their books and records, VENDOR will clearly state “final invoice” on the VENDOR’s final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the VENDOR. The VILLAGE will not be liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services.

SECTION 5: INDEMNIFICATION.

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

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

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

SECTION 6: PERSONNEL.

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

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

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

SECTION 7: TERMINATION.

This Contract may be cancelled by the VENDOR upon thirty (30) days prior written notice to the VILLAGE’s representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE’s notice. Unless the VENDOR is in breach of this Contract, the VENDOR shall be

paid for services rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the VENDOR shall:

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

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

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

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

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

SECTION 10: SUCCESSORS AND ASSIGNS.

The VILLAGE and the VENDOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the VENDOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of

the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and the VENDOR.

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

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The VILLAGE and the VENDOR **knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.**

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: SEVERABILITY.

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

SECTION 17: MODIFICATIONS OF WORK.

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

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

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

SECTION 18: PUBLIC ENTITY CRIMES.

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

SECTION 19: PROTECTION OF WORK AND PROPERTY.

A. The VENDOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's property from injury or loss arising in connection with the Contract. Except for any such damage, injury or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the VENDOR shall provide any necessary materials to maintain such protection.

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

SECTION 20: WARRANTY/GUARANTY.

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

SECTION 21: COMPLIANCE WITH LAWS.

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

SECTION 22: NOTICE.

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

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

and if sent to the VENDOR shall be mailed to:

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

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Proposals and the VENDOR's Proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 24: WAIVER.

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: WAIVER OF SUBROGATION.

VENDOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then VENDOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.

SECTION 28: INSPECTOR GENERAL.

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

SECTION 29: INVOICING AND PAYMENT.

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

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

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

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

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

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

SECTION 30: ADDITIONAL SERVICES.

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

SECTION 31: PUBLIC RECORDS.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE VILLAGE’S CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

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

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

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

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

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

SECTION 33. E-VERIFY.

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

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

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

VENDOR:

PRECISION LANDSCAPE CO. OF PALM BEACH COUNTY, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

CONTRACT

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

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

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

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

SECTION 2: TERM OF CONTRACT.

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

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

SECTION 3: VILLAGE'S REPRESENTATIVE.

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

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

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

B. In order for both parties herein to close their books and records, VENDOR will clearly state “final invoice” on the VENDOR’s final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the VENDOR. The VILLAGE will not be liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services.

SECTION 5: INDEMNIFICATION.

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

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

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

SECTION 6: PERSONNEL.

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

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

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

SECTION 7: TERMINATION.

This Contract may be cancelled by the VENDOR upon thirty (30) days prior written notice to the VILLAGE’s representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE’s notice. Unless the VENDOR is in breach of this Contract, the VENDOR shall be paid for services

rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the VENDOR shall:

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

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

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

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

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

SECTION 10: SUCCESSORS AND ASSIGNS.

The VILLAGE and the VENDOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the VENDOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and the VENDOR.

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

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The VILLAGE and the **VENDOR knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.**

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the

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

SECTION 17: MODIFICATIONS OF WORK.

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

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

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

SECTION 18: PUBLIC ENTITY CRIMES.

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

SECTION 19: PROTECTION OF WORK AND PROPERTY.

A. The VENDOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's property from injury or loss arising in connection with the Contract. Except for any such damage, injury or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the VENDOR shall provide any necessary materials to maintain such protection.

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

SECTION 20: WARRANTY/GUARANTY.

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

SECTION 21: COMPLIANCE WITH LAWS.

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

SECTION 22: NOTICE.

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

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

and if sent to the VENDOR shall be mailed to:

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

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Proposals and the VENDOR's Proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 24: WAIVER.

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: WAIVER OF SUBROGATION.

VENDOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then VENDOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.

SECTION 28: INSPECTOR GENERAL.

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

SECTION 29: INVOICING AND PAYMENT.

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

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

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

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

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

SECTION 30: ADDITIONAL SERVICES.

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

SECTION 31: PUBLIC RECORDS.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

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

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

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

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

SECTION 33. E-VERIFY.

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

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

[Remainder of page intentionally blank]

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

VENDOR:
SALGADO TREE TRIMMING, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY



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

March 3, 2024

RE: Tree Trimming, Management, and Maintenance Services

Dear Members of the Village of North Palm Beach,

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

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

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

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

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

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

Sincerely,


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



CUSTOMER REFERENCES

Mirabella at Mirasol

Contact Name: John Guastella

Email: guastella.john@gmail.com

Ibis Golf and Country Club

Contracted with 21 Communities

Tradition Cove HOA

Contact Name: Bob Gardner

Email: rgardner1220@yahoo.com

PGA National

Eagleton Pointe HOA

Contact Name: Nancy Wieseneck

Email: nancywieseneck@gmail.com

LICENSES

Business operating License LBTR# 201100

Contractor Irrigation License # U-21609

Paver Brick License # U – 22094

Pest Control L&O License # JB192822

Certified Arborist FL-6493A



Precision Landscape Co. Tree Trimming Department Equipment List

FLEET

International 4900 Bucket Truck – QTY 3

Ford F450 Super Duty – QTY 2

Isuzu NPR – QTY 4

Polaris Utility Vehicle – QTY 2

TRAILER/CHIPPER

Vermeer Wood Chipper BC 1000 XL – QTY 3

Express/Flat Trailer – QTY 4

Nissan Equipment Trailer – QTY 2

EQUIPMENT

Trencher 50HP – QTY 2

Genie High Lift – QTY 2

Chainsaws (Different Brands/Sizes) – QTY 11

Billy Goat Blower – QTY 1

Stihl Blowers – QTY 4

Kubota Front Loaders – QTY 3

Kubota Mine Ex. – QTY 1

The International Society of Arboriculture

Hereby Announces That

Rick Giordano

Has Earned the Credential

ISA Certified Arborist ®

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

Caitlyn Pollihan

Caitlyn Pollihan
CEO & Executive Director

15 December 2012

Issue Date

31 December 2024

Expiration Date

FL-6493A

Certification Number



RFP EXHIBIT "C"
PROPOSAL FORM

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

SECTION I: TREE TRIMMING and HOURLY RATES

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

SECTION II: STUMP AND ROOT REMOVAL and HOURLY RATES

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

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

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

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

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

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

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

SECTION VI: ADDITIONAL SERVICES

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

SECTION VI: ADDITIONAL SERVICES CONTINUED

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

SECTION VII: EQUIPMENT LIST and HOURLY RATES

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

END OF SECTION

RFP EXHIBIT "F"
CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

 Authorized Representative's Signature

VINCENZO GIORDANO
 Name:

 Date

OFFER
 Position:

RFP EXHIBIT "G"

STANDARD VILLAGE CONTRACT

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

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

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

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

SECTION 2: TERM OF CONTRACT.

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

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

SECTION 3: VILLAGE'S REPRESENTATIVE.

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

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

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

B. In order for both parties herein to close their books and records, VENDOR will clearly state "final invoice" on the VENDOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the

VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the VENDOR. The VILLAGE will not be liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services.

SECTION 5: INDEMNIFICATION.

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

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

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

SECTION 6: PERSONNEL.

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

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

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

SECTION 7: TERMINATION.

This Contract may be cancelled by the VENDOR upon thirty (30) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE's notice. Unless the VENDOR is in breach of this Contract, the VENDOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the VENDOR shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the
Exhibit "G" Page 2

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

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

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

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

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

SECTION 10: SUCCESSORS AND ASSIGNS.

The VILLAGE and the VENDOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the VENDOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and the VENDOR.

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

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The VILLAGE and the VENDOR **knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.**

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held

invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 17: MODIFICATIONS OF WORK.

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

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

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

SECTION 18: PUBLIC ENTITY CRIMES.

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

SECTION 19: PROTECTION OF WORK AND PROPERTY.

A. The VENDOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's property from injury or loss arising in connection with the Contract. Except for any such damage, injury or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the VENDOR shall provide any necessary materials to maintain such protection.

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

SECTION 20: WARRANTY/GUARANTY.

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

services.

SECTION 21: COMPLIANCE WITH LAWS.

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

SECTION 22: NOTICE.

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

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

and if sent to the VENDOR shall be mailed to:

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Proposals and the VENDOR's Proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 24: WAIVER.

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: WAIVER OF SUBROGATION.

VENDOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then VENDOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.

SECTION 28: INSPECTOR GENERAL.

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

SECTION 29: INVOICING AND PAYMENT:

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

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

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

SECTION 30: ADDITIONAL SERVICES:

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

SECTION 31: PUBLIC RECORDS.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

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

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

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

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

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

SECTION 33. E-VERIFY.

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

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

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

VENDOR

By: 

Print Name: Vincenzo Giordano

Position: Officer

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL, MAYOR

ATTEST:

BY: _____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

SALGADO TREE TRIMMING LLC

**VILLAGE OF NORTH PALM BEACH
REQUEST FOR PROPOSAL
TREE TRIMMING, MANAGEMENT, AND
MAINTENANCE SERVICES
501 U.S. HIGHWAY ONE
MARCH 07, 2024**

SALGADO-

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

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

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

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

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

Best Regards. Rodney Christopher – Manager

rchristopher@salgadotree.com

561-808-5898

SAFETY-

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

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

WHAT TYPE OF TRAINING DO OUR WORKERS RECEIVE?

Safety is an Attitude!

- Safety must always be the first concern when working in and around trees, as it presents a significant risk for personal injury if safety measures are not followed.
- Salgado's employees shall follow all regulations during tree trimming, removal, or clearing. Wearing head protection that comply with federal impact and penetration requirements. Wearing eye protection is a must for tree trimmers at Salgado, this protects workers from being poked in the eye or sawdust and wood chips from chain saws.
- Salgado provides all employees with eye protection, head protection, working gloves, tree climbing harnesses, saddles, and climbing ropes.
- Tree Trimmers go through a series of training that include
 - Learning the basics of the chain saw, such as sharpening and taking apart of the saw, appropriate cutting of tree limbs, and specific tree cutting positions to avoid injury.
 - Climbing with spikes for removals
 - The use of ropes for the falling of limbs

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

COMMUNICATION

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

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

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

SOUTH FLORIDA EQUIPMENT LIST-

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

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

REFERENCES

1. **2023 Florida Department of Agriculture- Florida Forest Services (CLEARING)**
 - Email: Joseph.carroll@fdacs.gov
 - Name: Jody Carroll Forest area Supervisor Wakulla County
 - Phone: (850)519-0369
 - Description: 164 acres of clearing, mulching, tree removal- Ongoing clearing and mulching for region 1 (panhandle) for prevention of wildfire.
2. **2023 Wellington Mall (TRIMMING)**
 - Name: Charles Sigman Manager
 - Email: csigman@spinosoreg.com
 - Phone: (561) 537-0825
 - Description: Palm trimming, hardwood trimming, and grapple service
3. **South Indian River Water Control (TREE REMOVAL)**
 - Name: Michael Dillon – Manager of operations
 - Email: dillon@sirwcd.org
 - Phone: (561)747- 0550 office number
 - Description: Tree removal 75ft Palms, Tree trimming, Palm trimming, and Grapple Services- Hauling of Debris
4. **Florida Nature and Cultural Center (TRIMMING)**
 - Name: Bernard – property manager
 - Email: Bkuehu@sgi-usa.org
 - Phone: (954)448-8838
 - Description: Palm trimming, hardwood trimming, and grapple service
5. **2021-2022 Cape Coral Phase 2 Australian Pine Tree Removal- Clearing Lots**
 - Name: Tristan Reiber- Accounts Coordinator
 - Email: treiber@capecoral.gov
 - Phone: (239)574-0749
 - Description: Tree removal and Land clearing- Lot clearing for various city Lots near power lines and Canal Banks. Removal and dispose Debris offsite- Grapple Services
6. **2020- present Azola Apartments (TRIMMING & REMOVAL)**
 - Name: Tracie- Property Manager
 - Email: tracij@1stclassre.com
 - Phone: (321) 615-0366
 - Description: Palm tree removals &. Palm trimming

PRICING-

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

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

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

*GALLON OF PLANTS AND SHRUBS- RANGE

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

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



The International Society of Arboriculture

Hereby Announces That

Todd B. Rich

Has Earned the Credential

ISA Certified Arborist ®

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

Caitlyn Pollihan

Caitlyn Pollihan
CEO & Executive Director

11 June 2006

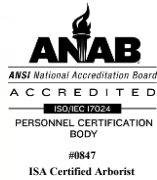
Issue Date

30 June 2024

Expiration Date

FL-5423A

Certification Number



Tree Trimming , Management, and Maintenance Services RFP						
RFP-2024-01-Tree Trimming/ZMS-0-2024/ZS						
Scoring	Step One (Initial Evaluation) Scoring	#1	#2	#3	Total	Rank
Cayco		63	63	61	187	3
Precision		69	77	72	218	1
Salgado		66	55	66	187	2
Sherlock		58	52	53	163	4
The Green Shape		39	39	32	110	5

2/1/24

John

Beth

Tie breaker between Cayco / Salgado

* Team chooses local preference for tie breaker

Selecting Precision & Salgado to offer contracts

VILLAGE OF NORTH PALM BEACH RFP –
TREE TRIMMING SERVICES

Cayco

PRESENTATION EVALUATION CRITERIA

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

VILLAGE OF NORTH PALM BEACH RFP –
TREE TRIMMING SERVICES

Precision

PRESENTATION EVALUATION CRITERIA

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

VILLAGE OF NORTH PALM BEACH RFP –
TREE TRIMMING SERVICES

Salgado Tree

PRESENTATION EVALUATION CRITERIA

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

VILLAGE OF NORTH PALM BEACH RFP –

Sherlock

TREE TRIMMING SERVICES

PRESENTATION EVALUATION CRITERIA

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

VILLAGE OF NORTH PALM BEACH RFP –
TREE TRIMMING SERVICES

The Green Shape

PRESENTATION EVALUATION CRITERIA

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

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name PRECISION LANDSCAPE

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

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name SALGADO TREE TRIMMING

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

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name CAYCO

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

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name SHERLOCK TREE COMPANY

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

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name THE GREEN SHAPE

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

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name Cayco

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

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name Precision Landscape

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

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name SALgado

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

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name Sherlock tree

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

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name The Green Shape

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

Firm Qualifications

1. Exceptional Qualifications (28-35 points)	<ul style="list-style-type: none"> • Comprehensive description of the firm, emphasizing extensive experience and expertise in tree trimming, management, and maintenance. • Clearly identified contact person and supervisory personnel with detailed, relevant resumes or qualifications. • Demonstrates over three years of regular involvement in tree trimming work in Palm Beach County with six relevant projects/contracts and three current business references. • Staff includes a certified Arborist from the ISA who supervises crews at all times. • Clearly identifies key personnel and major areas of subcontract work. • Provides a well-articulated narrative addressing the Scope of Work and showing a deep understanding of Village of North Palm Beach needs and requirements. • Detailed approach to completing tasks with a realistic implementation schedule, clear project milestones, and an ability to begin work with minimum notice. • Includes innovative procedural or technical enhancements to the Scope of Services.
2. Good Qualifications (20-27 points)	<ul style="list-style-type: none"> • Adequate firm description with relevant experience in tree trimming and management. • Contact and supervisory personnel identified with good resumes or qualifications. • At least three years of experience in the local area with a sufficient number of projects/contracts and business references. • Includes a certified Arborist from the ISA. • Identifies key personnel and subcontract work adequately. • Narrative shows understanding of the Scope of Work and Village needs. • Reasonable approach to task completion with a clear schedule and milestones. • Some innovative ideas proposed for the Scope of Services.
3. Adequate Qualifications (10-19 points)	<ul style="list-style-type: none"> • Basic firm description with some relevant experience. • Contact and supervisory personnel listed with acceptable resumes or qualifications. • Meets the minimum experience requirement in Palm Beach County. • Includes a certified Arborist from the ISA. • Key personnel and subcontract work are identified but lack detail. • Narrative addresses the Scope of Work and Village needs but lacks depth. • General approach to tasks with an implementation schedule and some milestones. • Limited innovation in proposed enhancements to the Scope of Services.
4. Below Expectations (1-9 points)	<ul style="list-style-type: none"> • Limited firm description with minimal relevance to tree trimming and management. • Inadequate details on contact and supervisory personnel. • Barely meets the minimum experience requirement with few references. • Arborist certification requirement is met, but supervision details are vague. • Key personnel and subcontract work are poorly identified. • Narrative and understanding of the Scope of Work are superficial. • Vague approach to tasks with an unclear schedule and few milestones. • Little to no innovation in enhancements to the Scope of Services.
5. Unsatisfactory (0 points)	<ul style="list-style-type: none"> • Fails to provide a coherent firm description relevant to tree trimming and management.

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

Equipment

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

Price Proposal

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

References

1.	Exceptional References (8-10 points)	<ul style="list-style-type: none"> Provides a list of at least three highly relevant entities, preferably governmental, located in Florida, with detailed information. Each reference includes a contact person's name, address, telephone number, a comprehensive description of services provided, and cost details. The references clearly demonstrate a strong track record in similar tree trimming, management, and maintenance services within the last two years.
2.	Good References (5-7 points)	<ul style="list-style-type: none"> Offers a list of three entities, meeting the preference for governmental and Florida-based entities, with complete information. Each reference comes with contact details, and a good description of the services provided and cost. The references reflect a solid history of similar service provision within the last two years.
3.	Adequate References (3-4 points)	<ul style="list-style-type: none"> Provides at least three references, though they may not fully align with the preference for governmental entities in Florida. Includes most of the required details (contact information, service description, cost) but may lack some depth. Demonstrates adequate experience in similar services, but the relevance or quality of references is somewhat limited.
4.	Below Expectations (1-2 points)	<ul style="list-style-type: none"> Lists fewer than three references or the references provided are only marginally relevant. Missing significant details like contact information, comprehensive service descriptions, or cost. The provided references offer limited evidence of the proposer's experience and capability in similar work.
5.	Unsatisfactory (0 points)	<ul style="list-style-type: none"> Fails to provide any references, or the references provided are completely irrelevant or lack critical information. Does not demonstrate any relevant experience in tree trimming, management, and maintenance services within the required timeframe.

Local Preference

Meets Local Preference (10 points)

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

Does Not Meet Local Preference (0 points)

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



March 6, 2024

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

Re: Cover Letter

To Whom It May Concern:

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

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

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

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

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

Sincerely,



Daniel Gonzalez
President

RFP EXHIBIT "C"
PROPOSAL FORM

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

SECTION I: TREE TRIMMING and HOURLY RATES

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

SECTION II: STUMP AND ROOT REMOVAL and HOURLY RATES

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

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

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

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

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

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

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

SECTION VI: ADDITIONAL SERVICES

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

SECTION VI: ADDITIONAL SERVICES CONTINUED

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

SECTION VII: EQUIPMENT LIST and HOURLY RATES

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

END OF SECTION



Firm Qualifications, Equipment and References

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

March 6, 2024

Table of Contents

- CAYCO Company Overview
- Approach to Services, Equipment and Quality Control
- Management Team, Relevant Experience and References
- Licenses

Our Services



Maintenance



Design &
Installation



Irrigation &
Rust Control



Tree Care &
Trimming



Pest Control &
Fertilization

Company Overview

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

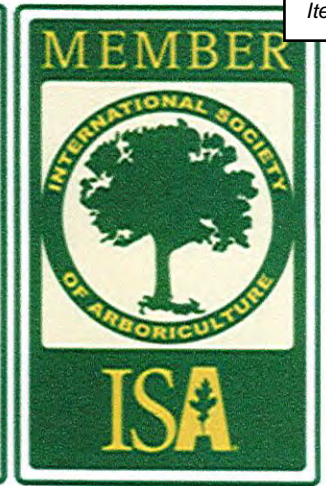


Our Credentials

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



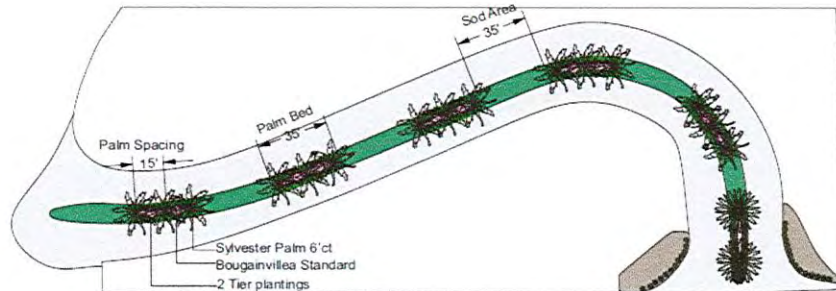
Our Work – Tree Services



Our Work – Tree Services



Our Work – Design & Installation



Our Work – Irrigation





Firm Qualifications, Equipment and References

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Maintenance



Design &
Installation



Irrigation &
Rust Control



Tree Care &
Trimming



Pest Control &
Fertilization



Our Work – Fertilization & Pest Control





Our Work – Pest Control GHP

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





Our Work – Fertilization & Pest Control





Our Work – Pest Control GHP

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



CAYCO's Mission, Vision and Values

OUR MISSION

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

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

OUR VISION

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

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

OUR VALUES

Our values describe how we behave in the world.

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



Why CAYCO?

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



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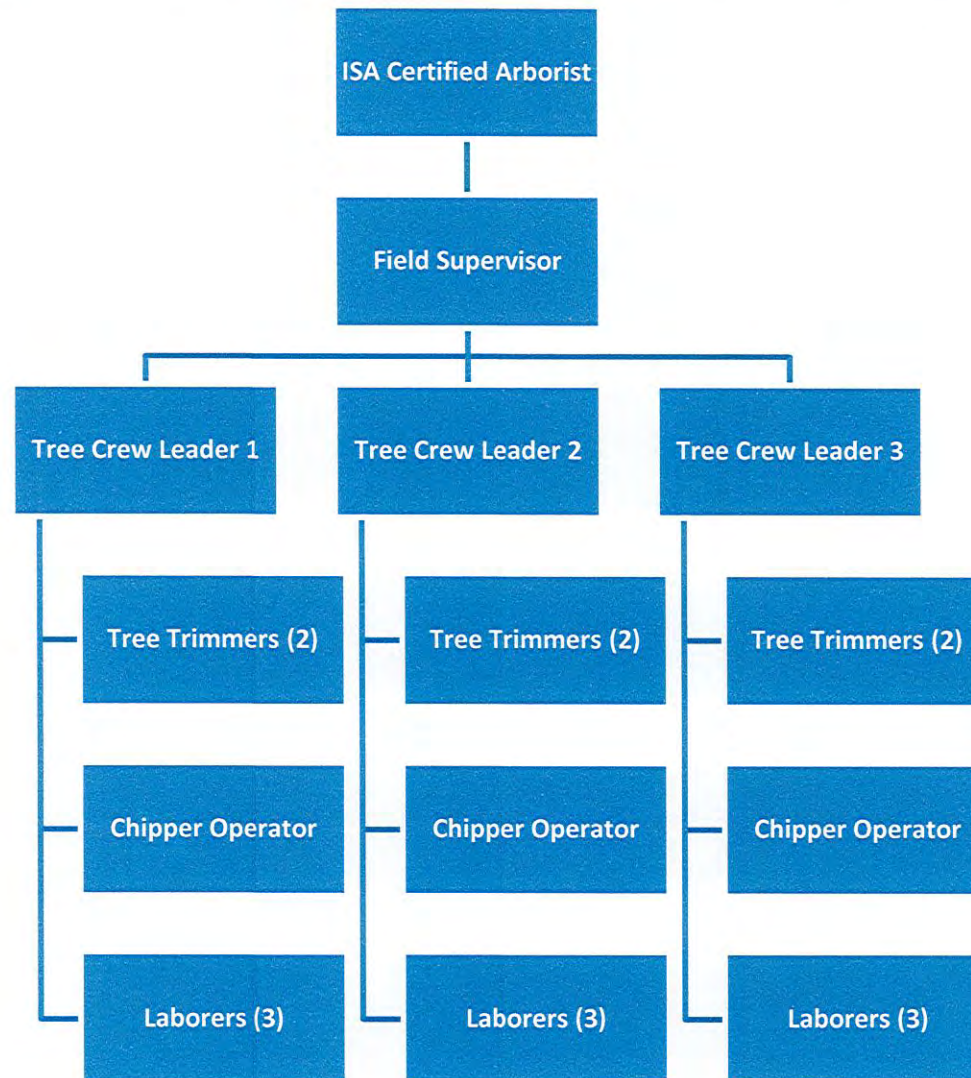
- CAYCO Company Overview
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Proposed Project Plan

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



Proposed Organizational Structure

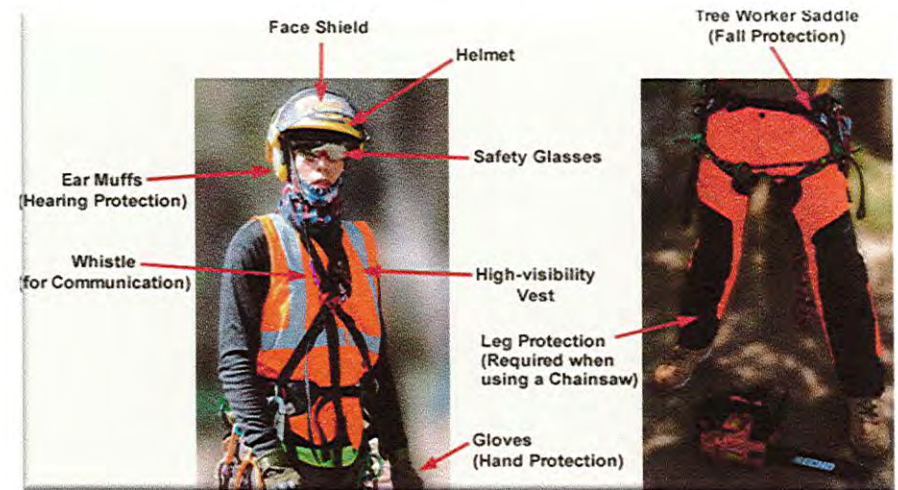


Certified Tree Trimmer



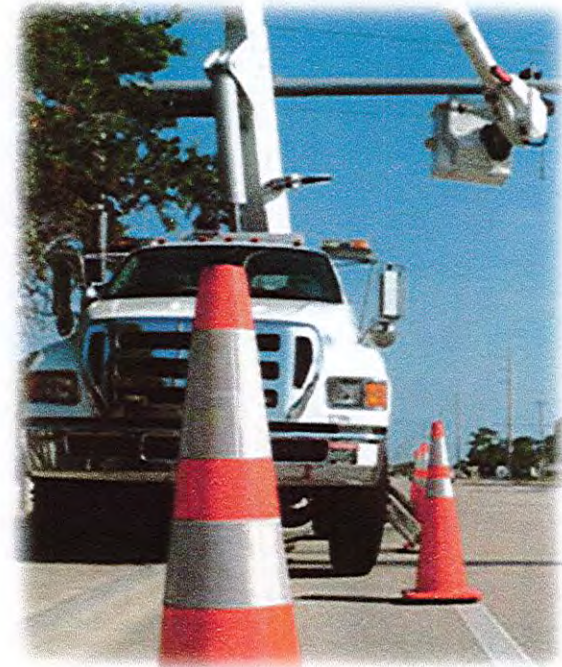
Safety Is Our 1st Priority!

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



Traffic Maintenance

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



CAYCO ONLY uses the best equipment!



Equipment Inventory

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

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

CAYCO's Quality Control Methodology

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

Work Site Assessment

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

Tree Assessment and Selection

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

Training and Certification

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

Regulatory Compliance

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

Safety Procedures

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



CAYCO's Quality Control Methodology (cont.)

Equipment Inspection and Maintenance

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

Quality Audits and Inspections

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

Environmental Considerations

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

Documentation and Reporting

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

Communication

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



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Our Management Team

Daniel Gonzalez – Owner and President

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



Alex Rotundo – Chief Financial Officer

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



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

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



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

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



Our Management Team

Marco Metzger – Vice President Pest Control

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



Francisco Mendes – Maintenance & Installation Lead

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



Wilmar Segovia – Irrigation Lead

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



Our Clients



Government Clients



Tree Services, Installations, Maintenance, Irrigation, Pest Control



Tree Services



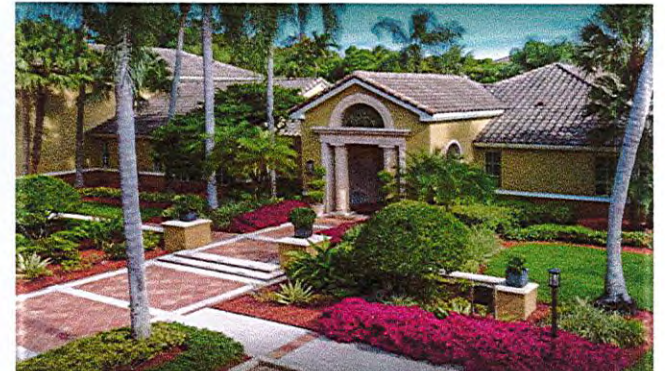
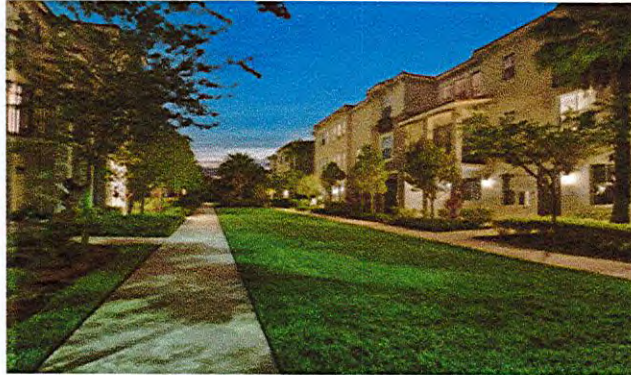
Installations, Maintenance



Installations



Our Clients



CAYCO References

City of Boynton Beach Parks & Facilities

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

Boynton Beach Utilities

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



CAYCO References

City of Pembroke Pines

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



City of Oakland Park

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

CAYCO References

Amazon Mega Warehouse

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



Morguard

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



CAYCO References

Jacaranda Village

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



Banyan Bay


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

Table of Contents

- CAYCO Company Overview
- Approach to Services, Equipment and Quality Control
- Management Team, Relevant Experience and References
- Licenses

CAYCO Licenses

SUNBIZ

 **DIVISION of CORPORATIONS**
an official State of Florida website

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

[Previous On List](#) [Next On List](#) [Return to List](#)

No Events **No Name History**

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

Filing Information

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

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

Changed: 05/06/2019

Mailing Address
PO Box 5652
Fort Lauderdale, FL 33310

Changed: 02/17/2020

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

Name Changed: 03/16/2017

Officer/Director Detail

Name & Address

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

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

State of Florida
Department of State


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

The Registration Number of this Fictitious Name is G18000024317.

I further certify that said Fictitious Name Registration is active.

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

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


Ken Detjen
Secretary of State

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



 Cayco

CAYCO Licenses

Business Tax Receipts

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829
VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: CAYCO LANDSCAPING
Owner Name: DANIEL GONZALEZ
Business Location: 3700 NW 10TH AVE
OAKLAND PARK
Business Phone: 8662032292

Receipt #: 324-289996
Business Type: LAWN MAINTENANCE/LANDSCAPE (LANDSCAPE)
Business Opened: 04/03/2018
State/County/Cert/Reg: Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		16		

Number of Machines:		For Vending Business Only		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
150.00	0.00	0.00	0.00	0.00	0.00	150.00	
Receipt Fee		150.00					
Packing/Processing/Canning Employees		0.00					

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

WHEN VALIDATED

Mailing Address:
DANIEL GONZALEZ
PO BOX 5652
FORT LAUDERDALE, FL
33310-5652

Receipt # 990W-22-00279603
Paid 09/21/2023 150.00

2023 - 2024


BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829
VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: CAYCO LANDSCAPING
Owner Name: DANIEL GONZALEZ
Business Location: 3700 NW 10TH AVE
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		16		

Number of Machines:		For Vending Business Only		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
150.00	0.00	0.00	0.00	0.00	0.00	150.00	
Receipt Fee		150.00					
Paid 09/21/2023		150.00					

 **CITY OF OAKLAND PARK**
5399 North Dixie Highway
Suite 3
Oakland Park, FL 33334
954-630-4350

BUSINESS TAX RECEIPT CITY OF OAKLAND PARK 2023 - 2024

MAILING ADDRESS
DANIEL GONZALEZ
PO BOX 5652
FORT LAUDERDALE, FL 33310

ISSUED DATE: September 15, 2023

NAME AND LOCATION OF LICENSEE
CAYCO LANDSCAPING
3700 NE 12 AVE
OAKLAND PARK, FL 33334

LICENSE NUMBER: SRVC-002721-2021
LAST RENEWAL DATE:
LICENSE EXPIRES: 09/30/2024
DISTRICT: East of I-95
ZONE:

THE PERSON OR FIRM NAMED ABOVE IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS PROFESSION OR OCCUPATION LISTED BELOW IN THE CITY OF OAKLAND PARK FLORIDA.

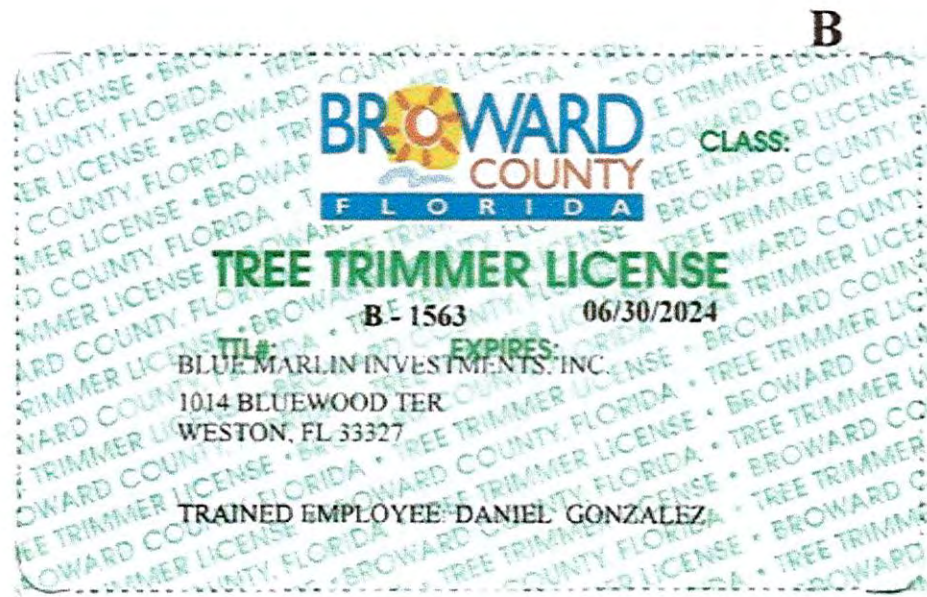
BUSINESS CODE 541320 Landscape architectural services
BUSINESS DESCRIPTION LANDSCAPING AND IRRIGATION
RESTRICTIONS

LICENSE MUST BE CONSPICUOUSLY POSTED AT THE PLACE OF BUSINESS SHOWN



CAYCO Licenses

Broward Tree Trimmer License



CAYCO Licenses

ISA Certified Arborist



The International Society of Arboriculture

Hereby Announces That

Daniel H. Gonzalez

Has Earned the Credential

ISA Certified Arborist ®

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


Caitlyn Pollihan
CEO & Executive Director

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





CAYCO Licenses

Disadvantaged Business Enterprise (DBE)



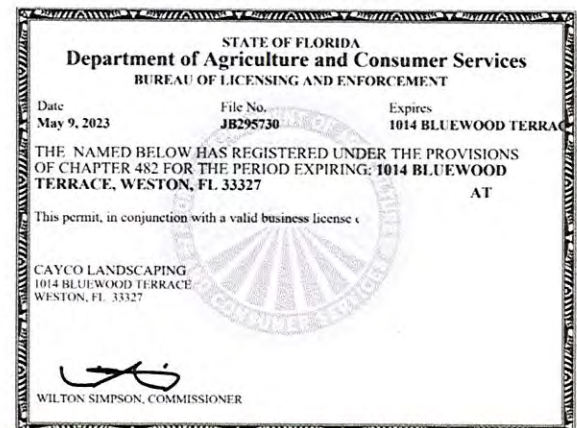
CAYCO Licenses

County Business Enterprise (CBE)



CAYCO Licenses

Pest Control



CAYCO Licenses

Irrigation



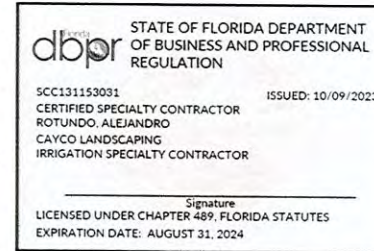
**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

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

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

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







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

Item 7.

Village of North Palm Beach

Tree Trimming, Management and Maintenance Services

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

In affiliation with
**NATURES
EXPERTS**



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

Item 7.

Jonathan Wolfson
Owner Sherlock Tree Company

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

Re: Tree Trimming, Management and Maintenance Service

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

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

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

Sincerely,

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

In affiliation with
**NATURES
EXPERTS**

RFP EXHIBIT "C"
PROPOSAL FORM

Name of Proposer: Sherlock Tree Company

SECTION I: TREE TRIMMING and HOURLY RATES

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

SECTION II: STUMP AND ROOT REMOVAL and HOURLY RATES

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

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

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

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

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

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

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

SECTION VI: ADDITIONAL SERVICES

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

SECTION VI: ADDITIONAL SERVICES CONTINUED

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

SECTION VII: EQUIPMENT LIST and HOURLY RATES

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

END OF SECTION

Exhibit "C" Page 4

August 4, 2023

BROWARD COUNTY TREE TRIMMER LICENSE

STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

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

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



Practice Aerial Rescue Certification Form

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

Trainee Name (PLEASE PRINT):

TYPE OF TRAINING COMPLETED

Joshua Eibeschitz

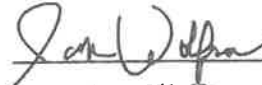
Climbing Rescue
Date

☒ 8 / 22 / 23

Aerial Lift Rescue
Date

☒ 8 / 22 / 23

This portion to be completed by the trainer/supervisor:

Signature: 

Date: 8 / 22 / 23

Title: Jonathan Wolfson Owner

Company: Sherlock Tree Company

Address: 697 SW 9th Terr

City: Pompano Beach

State: FL Zip: 33069

Telephone: ()

Certifier - Please make a copy for your office records



The International Society of Arboriculture

Hereby Announces That

Jonathan Wolfson

Has Earned the Credential

ISA Certified Arborist ®

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

Caitlyn Pollihan
Caitlyn Pollihan
CEO & Executive Director

5 July 2014

31 December 2024

FL-664RA

Issue Date

Expiration Date

Certification Number



The International Society of Arboriculture

Hereby Announces That

Jonathan Wolfson

Has Earned the Credential

ISA Tree Risk Assessment Qualification

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


Caitlyn Pollihan
CEO & Executive Director

30 November 2018

Issue Date

30 November 2028

Expiration Date



CERTIFICATE

OF COMPLETION

This certifies that

JOSHUA EIBESCHITZ

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

Certifying Company Representative

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



8/23/24

Renewal Date

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



**National Health &
Safety Association**

CERTIFICATE OF COMPLETION

This is to certify that

JOSHUA JONATHAN EIBESCHITZ

Has successfully completed the training program requirements for

Standard CPR/AED & First Aid

551371-5365561268

Certificate Number

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

Aug 22, 2023

Date Completed



American Red Cross
Training Services

CEU

Jonathan Wolfson

has successfully completed requirements for

Adult First Aid/CPR/AED-BL

Date Completed: 11/30/2021

Conducted by: American Red Cross

Contact Hours: 4.5

CEUs Awarded: 0.5



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

Learn and be inspired at LifesavingAwards.org

Practice Aerial Rescue Certification Form

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

Trainee Name (PLEASE PRINT):

TYPE OF TRAINING COMPLETED

Jonathan Wolfson

Climbing Rescue
Date

☒ 2/1/2023

Aerial Lift Rescue
Date

☒ 2/1/2023

This portion to be completed by the trainer/supervisor:

Signature: 

Date: 2/1/2023

Title: VP

Company: Sherlock Tree Company, Inc.

Address: 697 SW 9th Terrace

City: Pompano Beach

State: FL Zip: 33069

Telephone: () 561-788-4000

Certifier - Please make a copy for your office records



Certified Treecare Safety Professional

This certifies that

Jonathan Wolfson

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

Certification Number: 03626

Renewal Date: 11/18/2025



Bryan Dalton
Director, Training and Credentialing

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

Is accredited by the Tree Care Industry Association for:



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

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

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

May 03, 2022

Date

Bob Rouse

Bob Rouse, SVP, Programs and Services



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

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

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

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

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



11
7-1791

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



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

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

Master Equipment List

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

Master Equipment List

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

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

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

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



Village of North Palm Beach
Leisure Services Department

Item 7.

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

No. 1

February 12, 2024

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

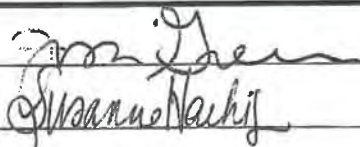
Question 1: Please can you provide the previous bid tabulation and the current budget?

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

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

Village of North Palm Beach Proposal Summary Sheet

PAGE 1 OF 1

Proposal for: Tree/Palm Trimming and Pruning in the Village of North Palm Beach		Date: April 16, 2019		No. of Proposals Received: 3	
DESCRIPTION	VENDORS				
Requirements: seeking proposals from qualified bidders for a multi-year contract. The professional vendor will manage the tree trimming and pruning needs of the 1,450 trees/palms within North Palm Beach.	Arbor Experts, Inc. 2486 Monaco Terrace Palm Beach Gardens, FL 33410	Southeast Arborist LLC P.O. Box 530343 Lake Park, FL 33403	Precision Landscape 1365 N. Kilian Dr. Lake Park, FL 33403		
Saddle Palm	\$25 per tree	\$48 per tree	\$25 per tree		
Live Oak	\$125 per tree	\$150 per tree	\$52 per tree		
Florida Mahogany	\$125 per tree	\$175 per tree	\$36 per tree		
Royal Poinciana	\$125 per tree	\$75 per tree	\$60 per tree		
Washingtonian	\$35 per tree	\$48 per tree	\$30 per tree		
Ficus	\$125 per tree	\$250 per tree	\$62 per tree		
Banyan	\$125 per tree	\$250 per tree	\$62 per tree		
Black Olive	\$125 per tree	\$150 per tree	\$45 per tree		
Gumbo Limbo	\$85 per tree	\$75 per tree	\$35 per tree		
Schefflera	\$85 per tree	\$50 per tree	\$40 per tree		
Isabelbuia	\$75 per tree	\$60 per tree	\$20 per tree		
Palms	\$25 per tree	\$40 per tree	\$25 per tree		
Crape Myrtles	\$50 per tree	\$60 per tree	\$15 per tree		
Orange Bayers	\$45 per tree	\$50 per tree	\$15 per tree		
VILLAGE OFFICIALS PRESENT (Signature)		VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)			
					



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

No. 2

February 20, 2024

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

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

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

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

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

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



Village of North Palm Beach
Leisure Services Department

Item 7.

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

No. 3

March 6, 2024

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

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

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

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

Jon Waelson

REFERENCES

❖ **Town of Palm Beach**

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

❖ **Town of Jupiter**

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

❖ **City of West Palm Beach**

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



March 3rd, 2024

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

Dear Mr. Sherman,

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

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

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

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



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

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

Warm regards,

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

RFP EXHIBIT "C"
PROPOSAL FORM

Name of Proposer:

Paul Colozzo

SECTION I: TREE TRIMMING and HOURLY RATES

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

SECTION II: STUMP AND ROOT REMOVAL and HOURLY RATES

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

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

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

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

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

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

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

SECTION VI: ADDITIONAL SERVICES

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

SECTION VI: ADDITIONAL SERVICES CONTINUED

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

SECTION VII: EQUIPMENT LIST and HOURLY RATES

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

END OF SECTION



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024
Originating Department: Public Works
Agenda Title: Florida Power & Light (FPL) LED Lighting Agreement (Phase -1)
Approved by Town Manager: **Bambi McKibbon-Turner**
Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.11.15 14:00:43 -05'00'

Cost of Item: \$16,893.00
Account Number: 001-597-408-43000
Funding Source: Facilities
Finance Signature: **Jeff DaSilva**
Digitally signed by Jeff DaSilva
 DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdsilva@lakeparkflorida.gov, c=US
 Date: 2024.11.15 13:58:16 -05'00'

Advertised:
Date: N/A **Newspaper:**

Attachments: FPL Led Lighting Agreement and Resolution, CNV-Town of Lake Park Design, FPL LT-1 LED Lighting Agreement

Please initial one:

Yes, I have notified everyone.
 JM Not applicable in this case.

Summary Explanation/Background:

The Town of Lake Park seeks Commission approval for the Florida Power & Light (FPL) LED Lighting Agreement. This agreement involves installing 156 new LED light fixtures at various locations within the town. The agreement will enhance energy efficiency and improve lighting quality by installing energy-saving LED fixtures. There is no upfront cost to the Town for this project. The only additional cost for the Town would be an extra monthly cost of \$1,235.43 and \$172 for an Additional Lighting Charge (ALC) for a total of \$1,407.75. The project aligns with the Town's goal of modernizing public infrastructure while reducing energy consumption.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION NO. 104-11-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FLORIDA POWER & LIGHT FOR LED LIGHTING INSTALLATION AND CONVERSION SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park is committed to modernizing its public infrastructure while increasing energy efficiency and reducing costs and

WHEREAS, Florida Power & Light (FPL) has proposed an agreement to install 156 new light fixtures to existing lighting infrastructure to LED lighting at various locations throughout the Town of Lake Park, which will enhance lighting quality and save energy and

WHEREAS, the Town Commission has determined that entering into this agreement with FPL is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The Town Commission of the Town of Lake Park, Florida, agrees to the terms and conditions contained in the agreement proposed by Florida Power & Light for LED lighting installation and conversion services, a copy of which is attached hereto and incorporated herein by reference. The Town Commission hereby authorizes and directs that the Mayor and Town Clerk execute and deliver said Agreement to Florida Power & Light along with a certified copy of this Resolution.

Section 2. This Resolution shall take effect immediately upon its adoption.



FPL Account Number: **142722439**

FPL Work Request Number:

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Town of Lake Park (hereinafter called the Customer), requests on this 30th day of **December, 2024** , from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) V/O Town of Lake Park Various aread, located in Lake Park, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
LED Roadway	59	7500	3000	80	
LED Roadway	93	12000	3000	76	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): WE ARE TO INSTALL NEW FIXTURES ON EXISTING DISTRIBUTION POLES UTILIZING 8' ARMS.

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$ 172.32. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$ 0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Town of Lake Park

Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Gladys Reyes
(Signature)

GLADYS A. REYES
(Print or type name)

Title: SR. LED LIGHTING REPRESENTATIVE

INACCESSIBLE

13 kV

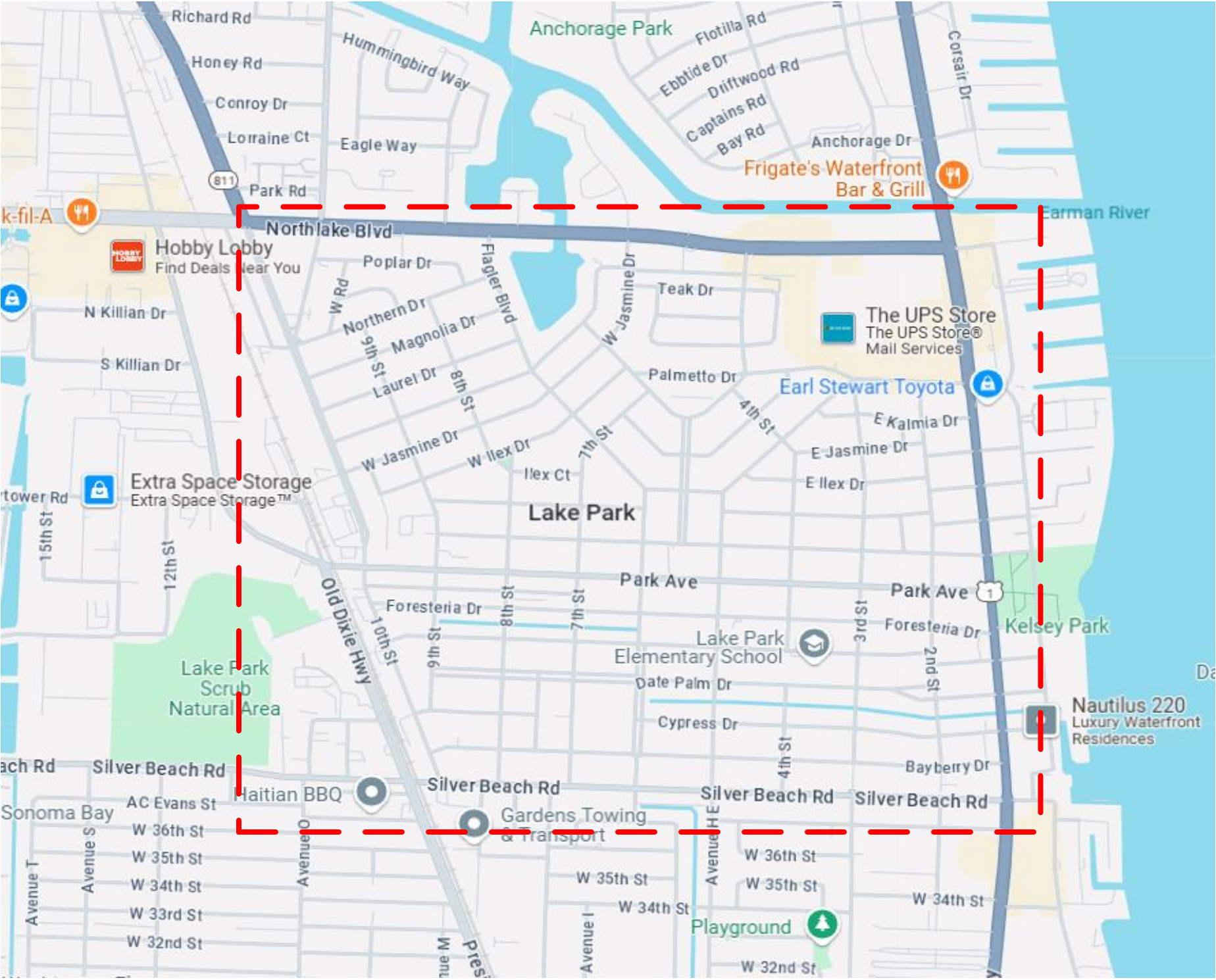
FUTURE 23 kV

23 kV

SALT SPRAY

Item 8.

North Arrow



FPL Construction Notes

	Existing Aerial Transformer
	Existing OH Conductor
	New OH Conductor
	Existing Transmission Concrete Pole
	Existing Distribution Concrete Pole
	Existing Distribution Wood Pole
	New Fixture with Bracket

Feeder: 403931

Feeder: 403932

Feeder: 403933

Feeder: 403934

Feeder: 403935

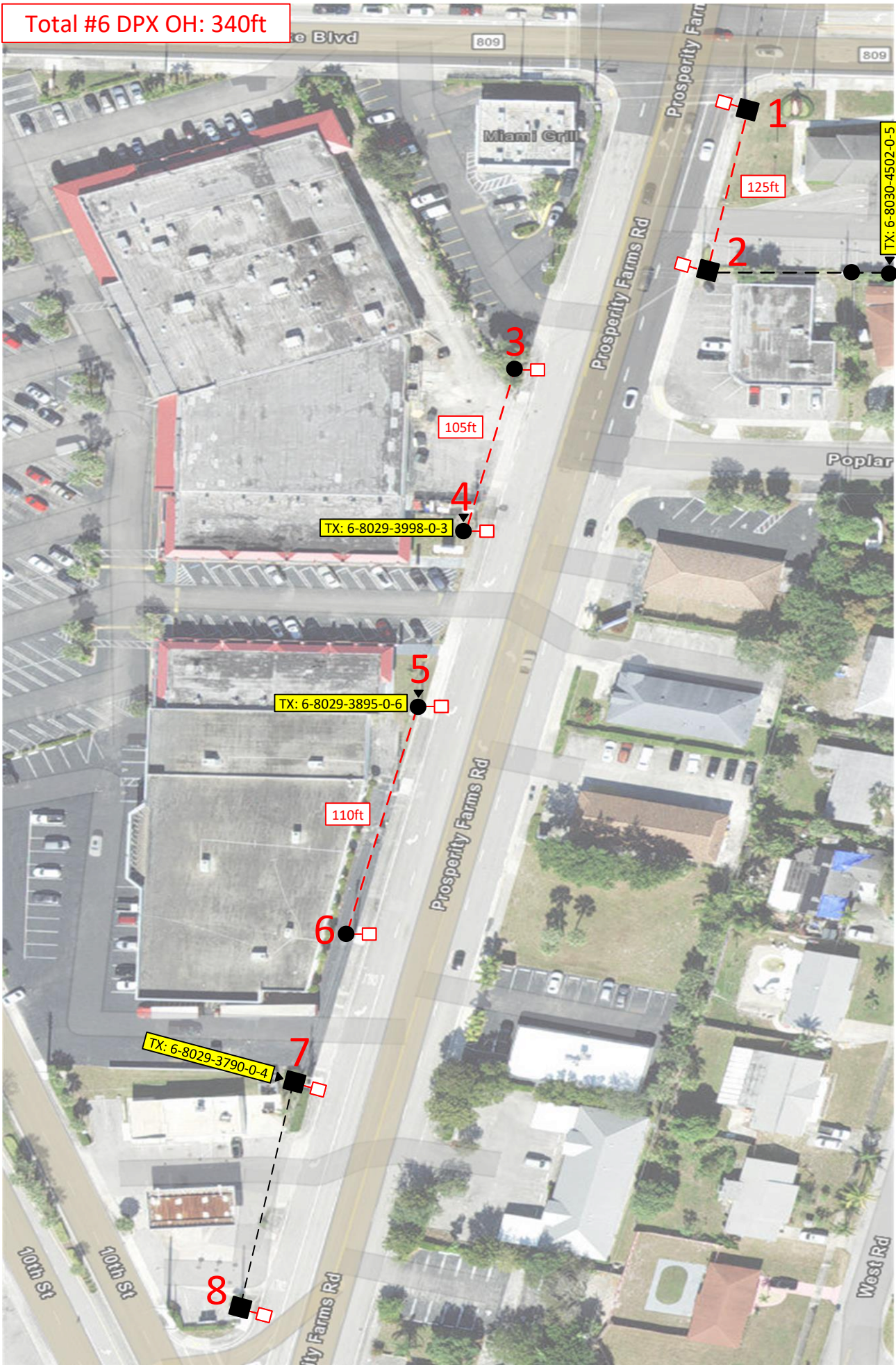
Transmission Permit will be required

Product summary					
Symbol	Description	Watts	Color Temp	Lumens	Quantity
	ROADWAY	59W	3000K	7,500L	80
	ROADWAY	93W	3000K	12,000L	77

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____		DATE _____		FOREMAN'S SIGNATURE _____		DATE _____	
SUPERVISOR'S SIGNATURE _____		DATE _____		INITIALS _____		CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA	Designed by: Melissa Leyva	
	WMD	RR Xing	DR. Dist.	Transm.		Date: 11/11/24	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Drawn by: ML	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Telephone Co. Job No. _____		Check by: _____	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		Rural Location Sec. *** TWP. *** S, RGE. *** F		Dwg No. 1 OF 42	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by: _____		SCALE: N.T.S	
						St. Lt MAP No. MAP#	
						Pri Map No. M/A	
						WR XXXXXXXX	



Total #6 DPX OH: 340ft



☐ INACCESSIBLE

☒ 13 kV

☐ FUTURE 23 kV

☐ 23 kV

☐ SALT SPRAY

Item 8.

Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.

LOC 1, 3, 5, 7 & 8: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

LOC 2, 4 & 6: Install 1 – ROADWAY – 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

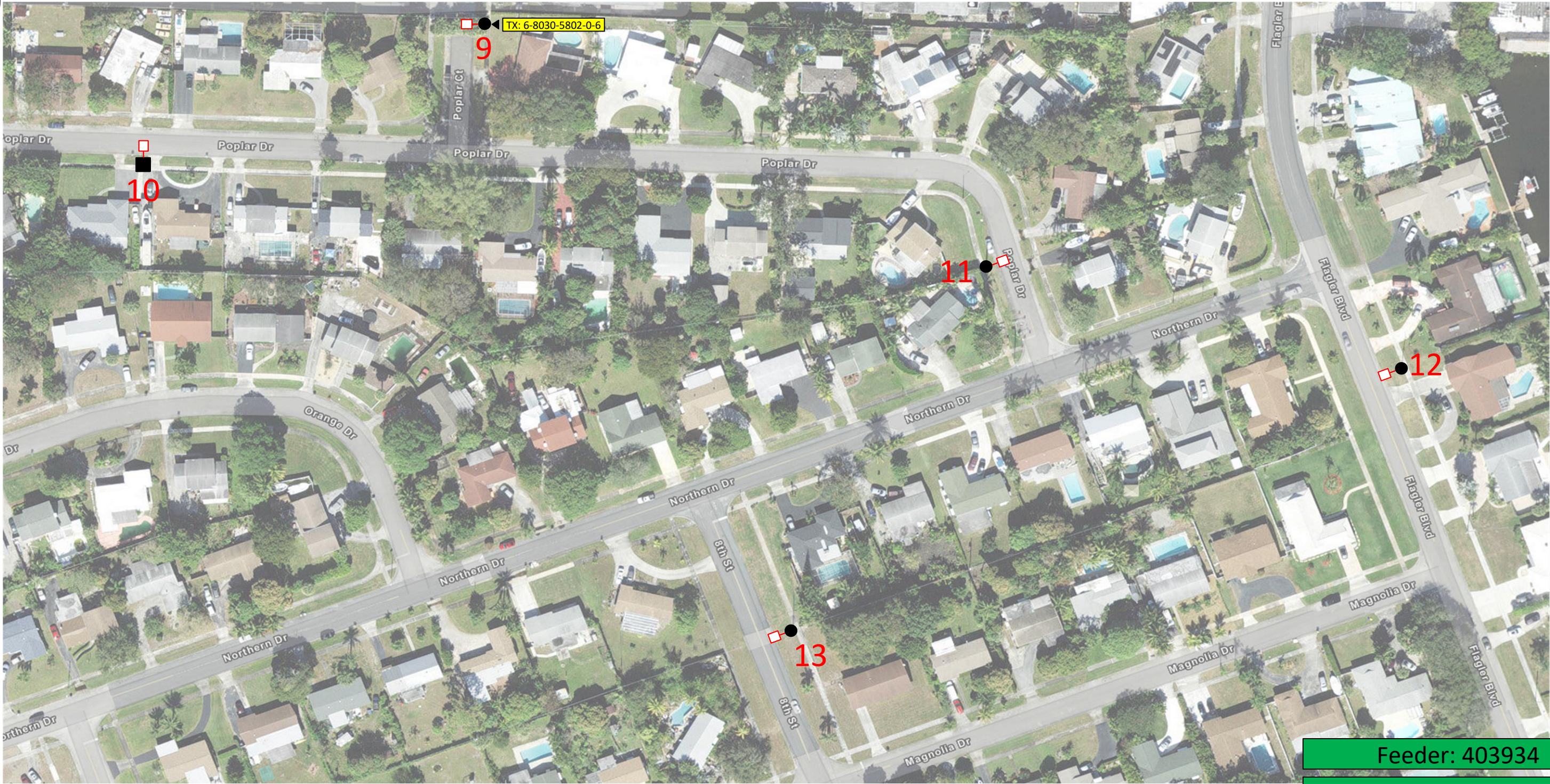
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403934

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY																			
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____			
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				FPL				Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403															
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																							
PERMIT REQ'D		City		County Rd.		County Air		State Road		FAA																					
		WMD		RR Xing		DR. Dist.		Transm.																							
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Tele. Attachment Per _____				Designed by: Melissa Leyva				Date: 11/11/24											
												Telephone Co. Job No. _____				Drawn by: ML				Check by: _____				Dwg No. 2 OF 42							
POLE LINE FEET 0'				DUCT BANK FT. 0'												Rural Location Sec. ***				TWP. ***				S, RGE. ***				F ***			
POLE LINE FT. ON TRANSM. POLES 0'				TRENCH FT. 0'												SCALE: N.T.S				St. Lt MAP No. MAP#				Pri Map No. X 340							
TLM/LDS MODEL No. -				Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				Posted by: _____								WR XXXXXXXX				M/A				XX							



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 9 – 12: Install 1 – ROADWAY – 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.
LOC 13: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA		
	WMD	RR Xing	DR. Dist.	Transm.			
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Tele. Attachment Per		Designed by: Melissa Leyva		Date: 11/11/24
Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Telephone Co. Job No.		Drawn by: ML		Check by: Dwg No. 3 OF 42
Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			Rural Location Sec. *** TWP. *** S, RGE. *** F		
POLE LINE FEET		0'	DUCT BANK FT.		0'	SCALE: N.T.S	St. Lt MAP No. MAP# Pri Map No. X 341
POLE LINE FT. ON TRANSM. POLES		0'	TRENCH FT.		0'	WR XXXXXXXX	M/A XX
TLM/LDS MODEL No.		-	Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by:				



Feeder: 403934

Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 14 - 17: Install 1 – ROADWAY – 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.
LOC 18: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

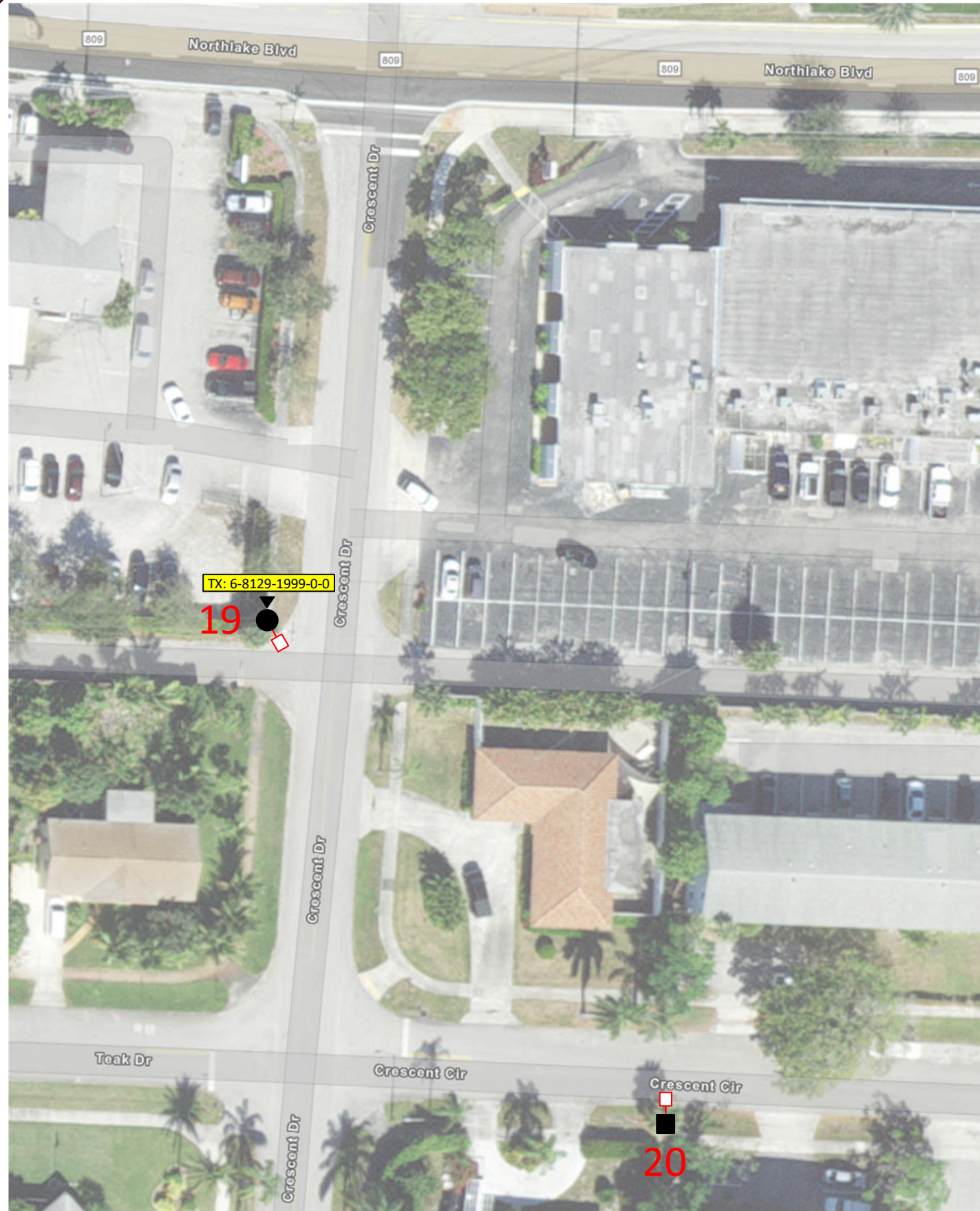
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/State? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Town of Lake Park - Dist Poles	
PERMIT REQ'D		City		County Rd.		INSTALL 157 Lights	
WMD		RR Xing		DR. Dist.		V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403	
Requested Tel. Co. Set Poles ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per		Designed by: Melissa Leyva		Date: 11/11/24	
Requested Tel. Co. Transfer ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No.		Drawn by: ML		Dwg No. 4 OF 42	
Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. *** TWP. *** S, RGE. *** F	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		SCALE: N.T.S		St. Lt MAP No. MAP# Pri Map No. X 342	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		WR XXXXXXXX M/A XX	

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ ————— Item 8.



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.

LOC 19 - 20: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

'CHECK VOLTAGE – CONVERT 480V to 120V or 240V'

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

- Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403934

AS-BUILT CREW PRINT				ALL REQUIRED HORIZONTAL RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY																															
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____															
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				<div style="border: 1px solid black; padding: 5px; display: inline-block;">FPL</div> <div style="text-align: center; margin-top: 10px;"> Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403 </div>																															
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																																			
PERMIT REQ'D		City		County Rd.		County Air		State Road		FAA																																	
		WMD		RR Xing		DR. Dist.		Transm.																																			
Requested Tel. Co. Set Poles ?				YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>		Tele. Attachment Per				Designed by:				Melissa Leyva				Date:				11/11/24																			
Requested Tel. Co. Transfer ?				YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>						Drawn by:				ML				Check by:																							
Request CAVT Transfer?				YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>		Telephone Co. Job No. _____								Dwg No.				5 OF 42																							
POLE LINE FEET				0'				DUCT BANK FT.				0'				Rural Location Sec.				*** TWP.				*** S, RGE.				*** F															
POLE LINE FT. ON TRANSM. POLES				0'				TRENCH FT.				0'				SCALE:				N.T.S				St. Lt MAP No.				MAP#				Pri Map No.				X				343			
TLM/LDS MODEL No.				-				Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				Posted by:				WR				XXXXXXXXXX				M/A				XX															



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.

LOC 21 - 26: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

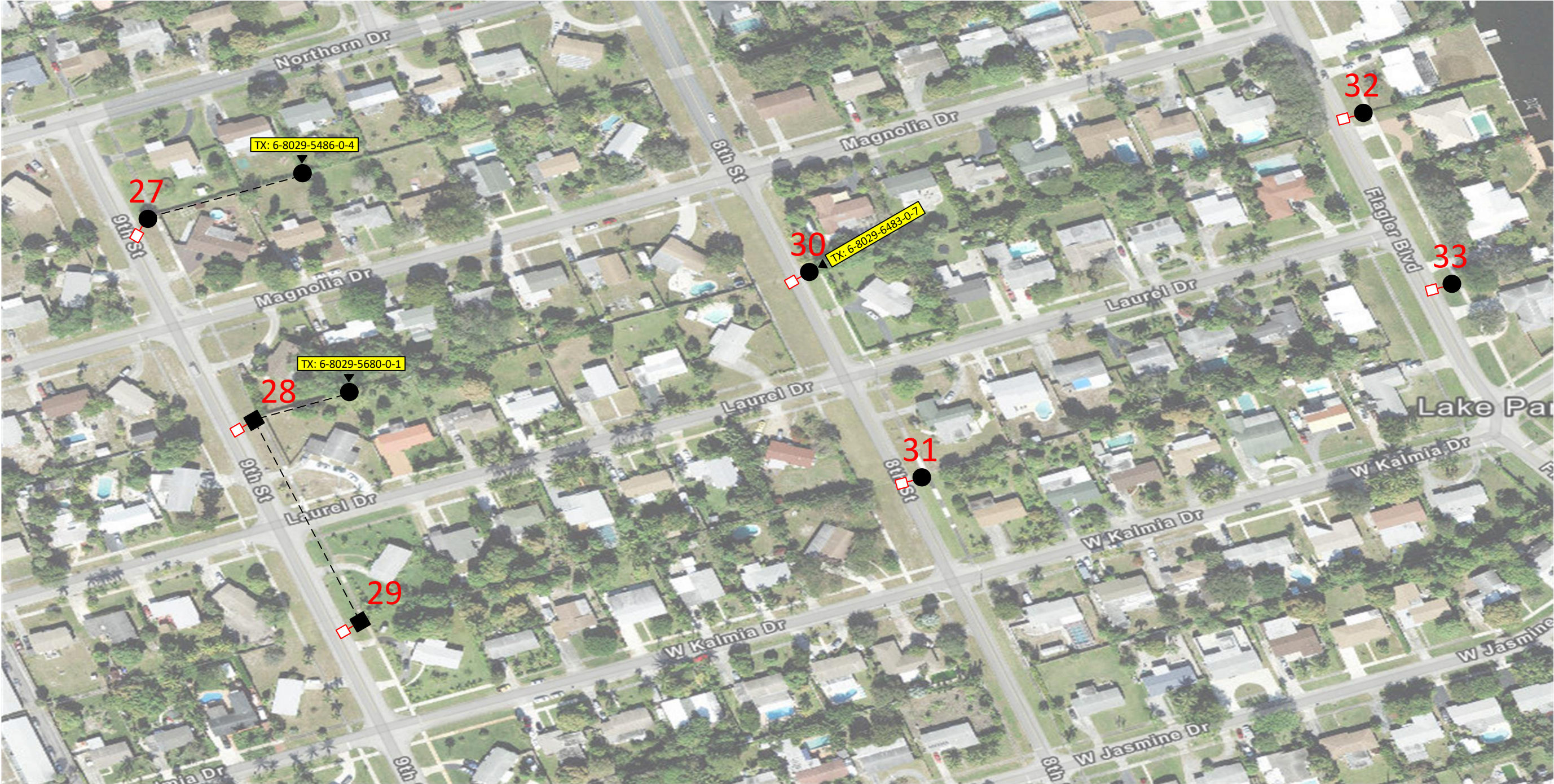
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403934

AS-BUILT CREW PRINT						ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.						JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS						AS-BUILT COPY																							
FOREMAN'S SIGNATURE _____						DATE _____						FOREMAN'S SIGNATURE _____						DATE _____						SUPERVISOR'S SIGNATURE _____						DATE _____						INITIALS _____		CERT. DATE _____			
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>						FPL						Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403																	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>						Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>						CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																													
PERMIT REQ'D	City		County Rd.		County Air		State Road		FAA																																
	WMD		RR Xing		DR. Dist.		Transm.																																		
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						Tele. Attachment Per _____						Designed by: Melissa Leyva						Date: 11/11/24											
												Telephone Co. Job No. _____												Drawn by: ML						Check by: _____						Dwg No. 6 OF 42					
POLE LINE FEET 0'						DUCT BANK FT. 0'																Rural Location Sec. ***						TWP. ***						S, RGE. ***						F	
POLE LINE FT. ON TRANSM. POLES 0'						TRENCH FT. 0'																SCALE: N.T.S						St. Lt MAP No. MAP#						Pri Map No. X						344	
TLM/LDS MODEL No. -						Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>						Posted by: _____						WR XXXXXXXXX												M/A						XX					



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.

LOC 30 & 31: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

LOC 27, 28, 29, 32 & 33: Install 1 – ROADWAY – 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

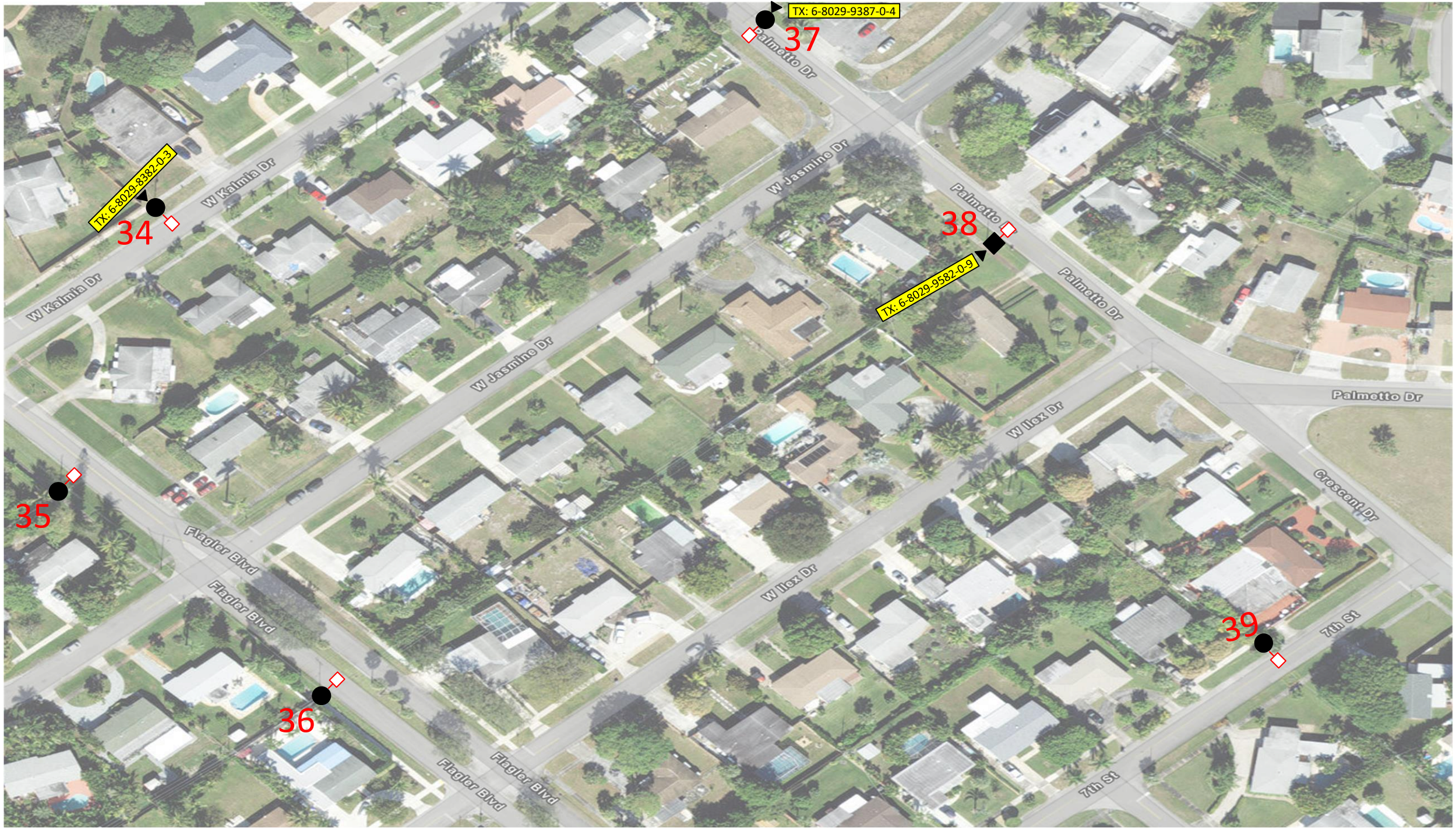
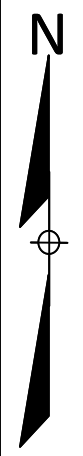
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403935

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY																															
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____															
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				FPL				Town of Lake Park - Dist Poles																											
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								INSTALL 157 Lights																											
PERMIT REQ'D				City				County Rd.				County Air				State Road				FAA				V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403																			
				WMD				RR Xing				DR. Dist.				Transm.																											
Requested Tel. Co. Set Poles?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Tele. Attachment Per				Designed by:				Melissa Leyva				Date:				11/11/24																			
Requested Tel. Co. Transfer?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Telephone Co. Job No.				Drawn by:				ML				Check by:				Dwg No.				7 OF 42															
Request CAVT Transfer?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>								Rural Location Sec.				***				TWP.				***				S, RGE.				***				F							
POLE LINE FEET				0'				DUCT BANK FT.				0'				SCALE:				N.T.S				St. Lt MAP No.				MAP#				Pri Map No.				X				345			
POLE LINE FT. ON TRANSM. POLES				0'				TRENCH FT.				0'				WR				XXXXXXXXXX				M/A				XX															
TLM/LDS MODEL No.				-				Map Posting?				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				Posted by:																											



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.

LOC 34 - 38: Install 1 – ROADWAY – 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

LOC 39: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403935

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY			
FOREMAN'S SIGNATURE _____ DATE _____				FOREMAN'S SIGNATURE _____ DATE _____				SUPERVISOR'S SIGNATURE _____ DATE _____				INITIALS _____ CERT. DATE _____			
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				FPL Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403			
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
PERMIT REQ'D		City		County Rd.		County Air		State Road		FAA		Designed by: Melissa Leyva Date: 11/11/24 Drawn by: ML Check by: Dwg No. 8 OF 42			
		WMD		RR Xing		DR. Dist.		Transm.							
Requested Tel. Co. Set Poles ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Requested Tel. Co. Transfer ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Tele. Attachment Per _____ Telephone Co. Job No. _____			
POLE LINE FEET 0'				DUCT BANK FT. 0'				POLE LINE FT. ON TRANSM. POLES 0'				TRENCH FT. 0'			
TLM/LDS MODEL No. -				Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				Posted by:				WR XXXXXXXX			
												Rural Location Sec. *** TWP. *** S, RGE. *** F SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. X 346 M/A XX			

Total #6 DPX OH: 166ft

☐ INACCESSIBLE

☒ 13 kV

☐ FUTURE 23 kV

☐ 23 kV

☐ SALT SPRAY

Item 8.



Construction Notes:

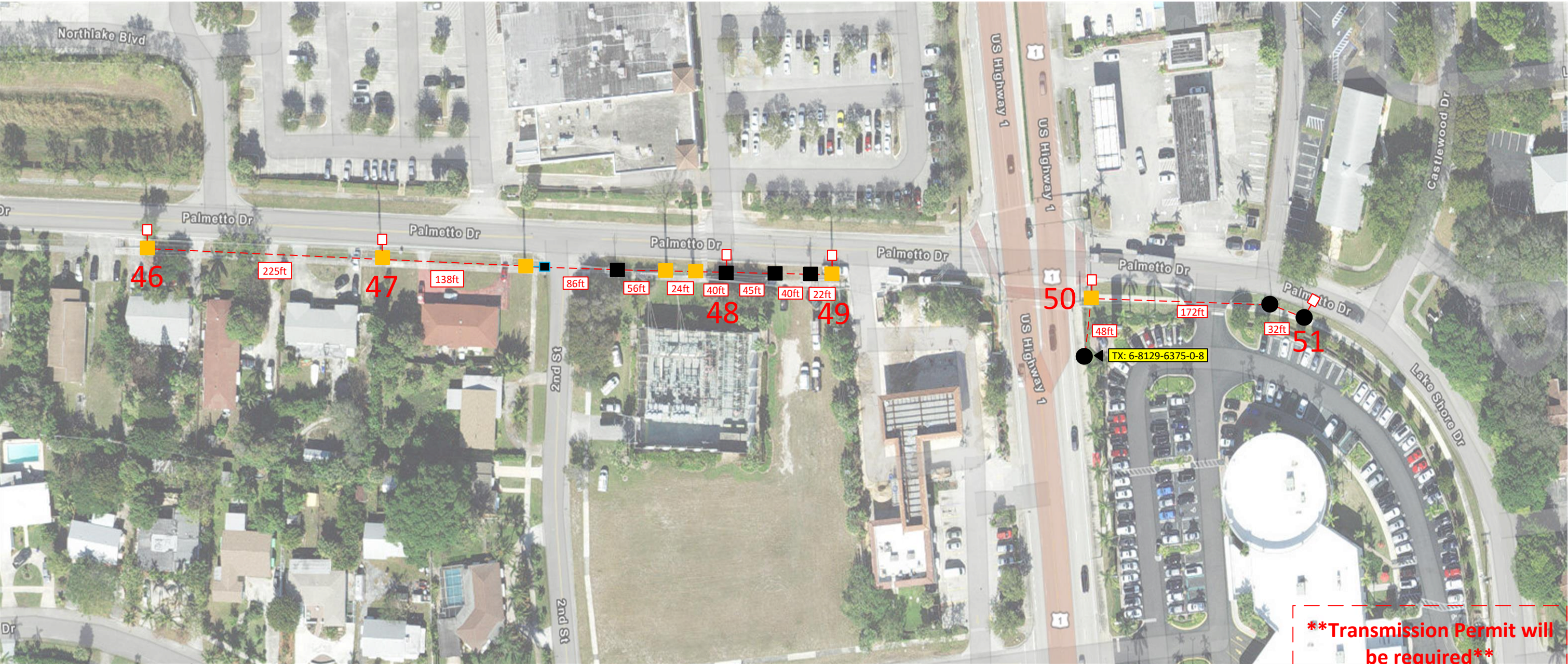
FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 40 & 41: Install 1 – ROADWAY – 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.
LOC 42 - 45: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’
On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.
-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403935

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY			
FOREMAN'S SIGNATURE _____ DATE _____				FOREMAN'S SIGNATURE _____ DATE _____				SUPERVISOR'S SIGNATURE _____ DATE _____				INITIALS _____ CERT. DATE _____			
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Town of Lake Park - Dist Poles							
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				INSTALL 157 Lights							
PERMIT REQ'D City County Rd. County Air State Road FAA								V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403							
WMD		RR Xing		DR. Dist.		Transm.		Designed by: Melissa Leyva Date: 11/11/24							
Requested Tel. Co. Set Poles ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per _____ Telephone Co. Job No. _____		Drawn by: ML Check by: Dwg No. 9 OF 42							
POLE LINE FEET 0'				DUCT BANK FT. 0'				Rural Location Sec. *** TWP. *** S, RGE. *** E							
POLE LINE FT. ON TRANSM. POLES 0'				TRENCH FT. 0'				SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. X 347							
TLM/LDS MODEL No. -				Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by:				WR XXXXXXXX M/A XX							



****Transmission Permit will be required****

Feeder: 403931

Feeder: 403935

Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 46 - 51: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

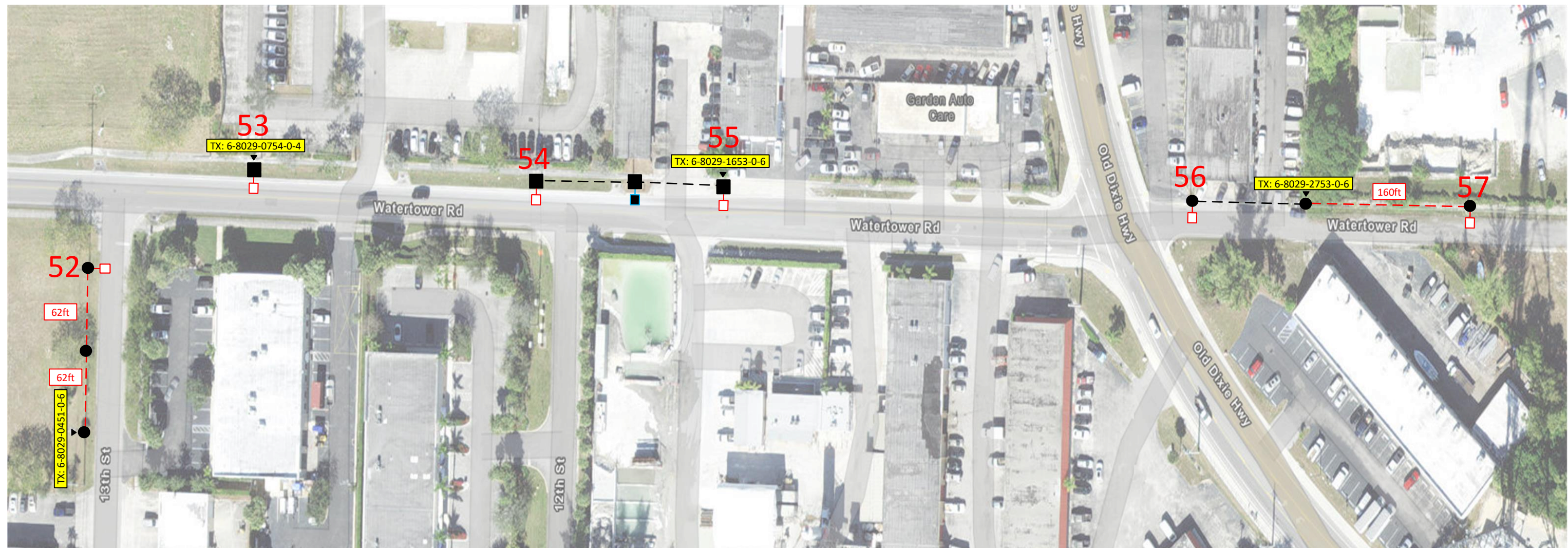
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/State? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Town of Lake Park - Dist Poles	
PERMIT REQ'D		City		County Rd.		INSTALL 157 Lights	
WMD		RR Xing		DR. Dist.		V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		County Air		State Road		Designed by: Melissa Leyva Date: 11/11/24	
Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per		FAA		Drawn by: ML Check by: Dwg No. 10 OF 42	
Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No.		Rural Location Sec.		*** TWP. *** S, RGE. *** F	
POLE LINE FEET 0'		DUCT BANK FT. 0'		SCALE: N.T.S		St. Lt MAP No. MAP# Pri Map No. X 348	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		WR XXXXXXXX		M/A XX	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:			

Total #6 DPX OH: 160ft



FPL LED Representative: Gladys Reyes

Feeder: 403935

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY			
FOREMAN'S SIGNATURE _____ DATE _____				FOREMAN'S SIGNATURE _____ DATE _____				SUPERVISOR'S SIGNATURE _____ DATE _____				INITIALS _____ CERT. DATE _____			
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				<div style="border: 1px solid black; padding: 5px; display: inline-block;">FPL</div> <div style="text-align: center; padding: 10px;"> Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403 </div>			
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA										
	WMD	RR Xing	DR. Dist.	Transm.											
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	Tele. Attachment Per		Designed by: Melissa Leyva				Date: 11/11/24					
Requested Tel. Co. Transfer ?		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>			Drawn by: ML				Dwg No. 11 OF 42					
Request CAVT Transfer?		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	Telephone Co. Job No. _____											
POLE LINE FEET 0'				DUCT BANK FT. 0'				Rural Location Sec. *** TWP. *** S, RGE. *** F							
POLE LINE FT. ON TRANSM. POLES 0'				TRENCH FT. 0'				SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. X 349							
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		WR XXXXXXXXXX M/A XX									



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 60 - 61: Install 1 – ROADWAY – 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.
LOC 58 - 59: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

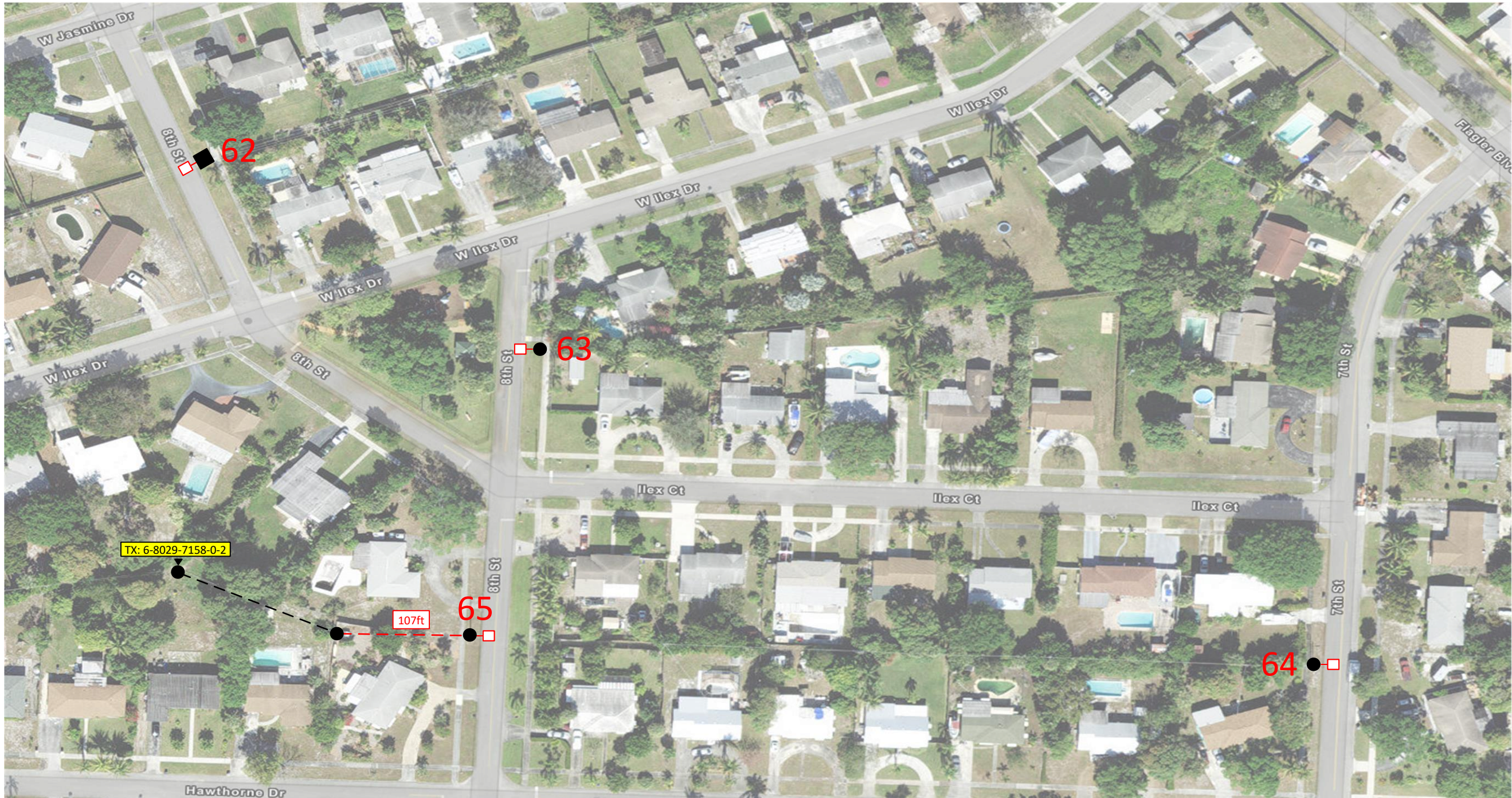
-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403935

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY			
FOREMAN'S SIGNATURE _____ DATE _____				FOREMAN'S SIGNATURE _____ DATE _____				SUPERVISOR'S SIGNATURE _____ DATE _____				INITIALS _____ CERT. DATE _____			
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Town of Lake Park - Dist Poles							
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				INSTALL 157 Lights							
V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403															
PERMIT REQ'D		City		County Rd.		County Air		State Road		FAA		Designed by: Melissa Leyva Date: 11/11/24			
		WMD		RR Xing		DR. Dist.		Transm.				Drawn by: ML Check by: Dwg No. 12 OF 42			
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per				Rural Location Sec.		*** TWP. ***		S, RGE. ***		F	
Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No.				SCALE: N.T.S		St. Lt MAP No. MAP#		Pri Map No.		X 350	
Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						WR		XXXXXXX		M/A		XX	
POLE LINE FEET		0'		DUCT BANK FT.		0'									
POLE LINE FT. ON TRANSM. POLES		0'		TRENCH FT.		0'									
TLM/LDS MODEL No.		-		Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:							

Total #6 DPX OH: 107ft



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 63 - 65: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.
LOC 62: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’
On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.
-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403932

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY			
FOREMAN'S SIGNATURE _____ DATE _____				FOREMAN'S SIGNATURE _____ DATE _____				SUPERVISOR'S SIGNATURE _____ DATE _____				INITIALS _____ CERT. DATE _____			
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Town of Lake Park - Dist Poles							
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				INSTALL 157 Lights							
V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403															
PERMIT REQ'D		City		County Rd.		County Air		State Road		FAA		Designed by: Melissa Leyva		Date: 11/11/24	
		WMD		RR Xing		DR. Dist.		Transm.				Drawn by: ML		Dwg No. 13 OF 42	
		Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per						Rural Location Sec. ***		TWP. *** S, RGE. *** F	
		Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No.						SCALE: N.T.S		St. Lt MAP No. MAP#	
		Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>								Pri Map No. X		351	
POLE LINE FEET		0'		DUCT BANK FT.		0'						WR XXXXXXXX		M/A	
POLE LINE FT. ON TRANSM. POLES		0'		TRENCH FT.		0'									
TLM/LDS MODEL No.		-		Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:							



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 66: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’
On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.
-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403935

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY																			
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____			
Easement?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403																	
Tree Work?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																					
PERMIT REQ'D	City	County Rd.		County Air		State Road		FAA		Designed by: Melissa Leyva Date: 11/11/24 Drawn by: ML Check by: Dwg No. 14 OF 42 Rural Location Sec. *** TWP. *** S, RGE. *** F SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. X 352																					
	WMD	RR Xing		DR. Dist.		Transm.																									
	Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer?											YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>											
						Tele. Attachment Per																									
						Telephone Co. Job No.																									
POLE LINE FEET				0'				DUCT BANK FT.				0'																			
POLE LINE FT. ON TRANSM. POLES				0'				TRENCH FT.				0'																			
TLM/LDS MODEL No.				-				Map Posting?				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by:				WR XXXXXXXX M/A XX															



Total #6 DPX OH: 497ft

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ Item 8.



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 67 - 69: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.
LOC 70 - 72: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

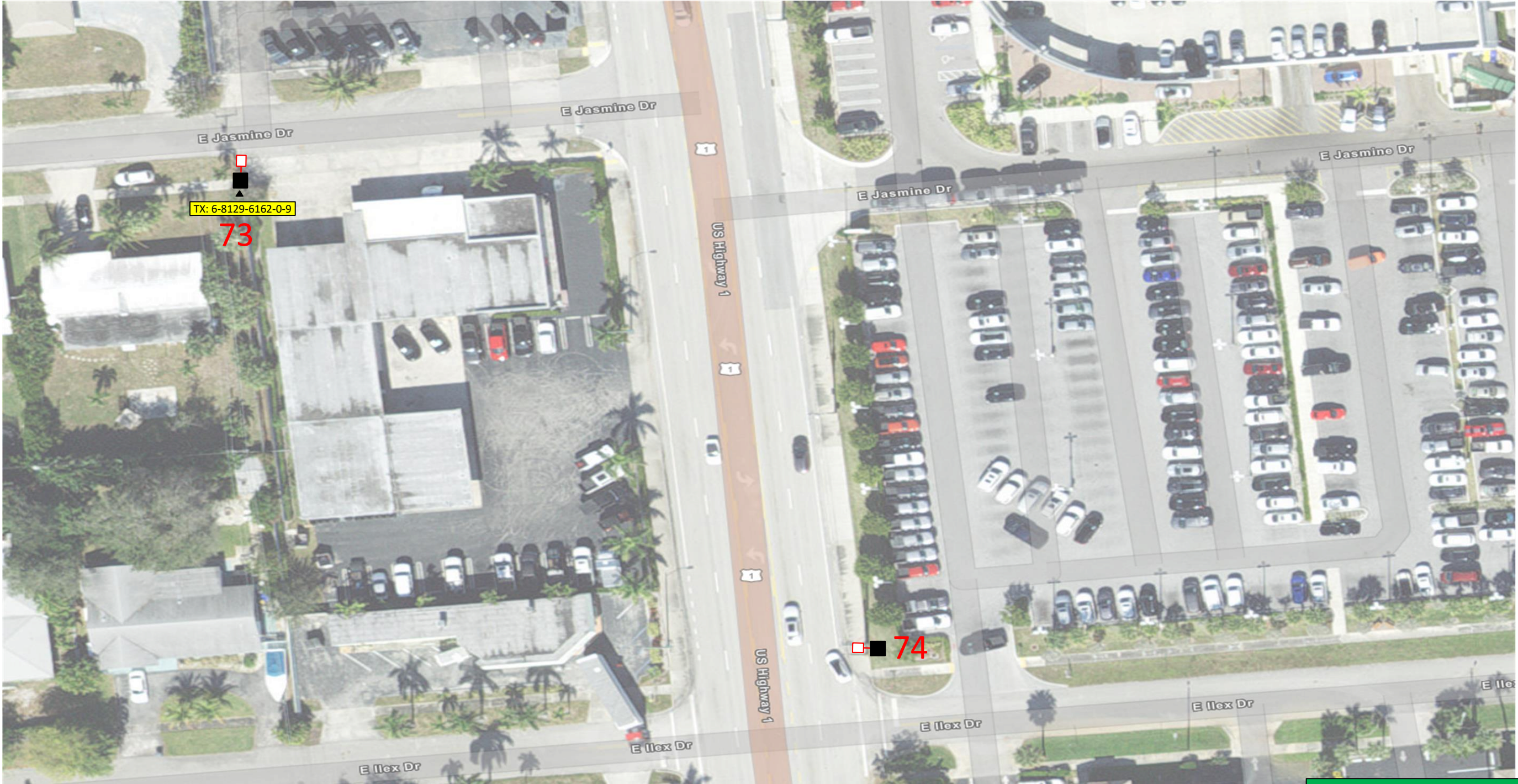
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403932

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY					
FOREMAN'S SIGNATURE _____ DATE _____				FOREMAN'S SIGNATURE _____ DATE _____				SUPERVISOR'S SIGNATURE _____ DATE _____				INITIALS _____ CERT. DATE _____					
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Town of Lake Park - Dist Poles									
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				INSTALL 157 Lights									
PERMIT REQ'D		City		County Rd.		County Air		State Road		FAA		V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403					
WMD		RR Xing		DR. Dist.		Transm.											
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per				Designed by:		Melissa Leyva		Date:		11/11/24			
Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No.				Drawn by:		ML		Check by:		Dwg No. 15 OF 42			
Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						Rural Location Sec.		*** TWP. ***		S, RGE. ***		F			
POLE LINE FEET		0'		DUCT BANK FT.		0'		SCALE:		N.T.S		St. Lt MAP No. MAP#		Pri Map No. X 353			
POLE LINE FT. ON TRANSM. POLES		0'		TRENCH FT.		0'		WR		XXXXXXXXXX		M/A		XX			
TLM/LDS MODEL No.		-		Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:									



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 73 - 74: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403933

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY			
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____			
SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____			
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				FPL Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403			
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA										
	WMD	RR Xing	DR. Dist.	Transm.											
Requested Tel. Co. Set Poles ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Tele. Attachment Per _____				Designed by: Melissa Leyva				Date: 11/11/24			
Requested Tel. Co. Transfer ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Telephone Co. Job No. _____				Drawn by: ML				Check by: _____			
Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>								Dwg No. 16 OF 42							
POLE LINE FEET 0'				DUCT BANK FT. 0'				Rural Location Sec. *** TWP. *** S, RGE. *** F							
POLE LINE FT. ON TRANSM. POLES 0'				TRENCH FT. 0'				SCALE: N.T.S				St. Lt MAP No. MAP# Pri Map No. X 354			
TLM/LDS MODEL No. -				Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: _____				WR XXXXXXXXX				M/A XX			

Total #6 DPX OH: 510ft



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.

LOC 76, 77 & 79: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

LOC 78, 80 & 81: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403934

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY			
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____			
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				FPL Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403			
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA										
	WMD	RR Xing	DR. Dist.	Transm.											
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Tele. Attachment Per		Designed by: Melissa Leyva		Date: 11/11/24		
									Telephone Co. Job No.		Drawn by: ML		Check by:		
POLE LINE FEET		0'		DUCT BANK FT.		0'		Rural Location Sec.		*** TWP. ***		S, RGE. ***		F	
POLE LINE FT. ON TRANSM. POLES		0'		TRENCH FT.		0'		SCALE: N.T.S		St. Lt MAP No. MAP#		Pri Map No.		X 355	
TLM/LDS MODEL No.		-		Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		WR XXXXXXXX		M/A		XX	



☐ INACCESSIBLE

☒ 13 kV

☐ FUTURE 23 kV

☐ 23 kV

☐ SALT SPRAY

☐ Item 8.

Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 82 - 84: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’
On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.
-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403934

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY																			
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____			
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				FPL				Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403															
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																							
PERMIT REQ'D		City		County Rd.		County Air		State Road		FAA		Designed by:		Melissa Leyva		Date:		11/11/24													
		WMD		RR Xing		DR. Dist.		Transm.				Drawn by:		ML		Check by:		Dwg No. 18 OF 42													
		Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per		Rural Location Sec.		*** TWP. *** S, RGE. *** F													
		POLE LINE FEET		0'		DUCT BANK FT.		0'		Telephone Co. Job No.		SCALE:		N.T.S		St. Lt MAP No. MAP#		Pri Map No. X 356													
		POLE LINE FT. ON TRANSM. POLES		0'		TRENCH FT.		0'		TLM/LDS MODEL No. -		Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		WR XXXXXXXXX M/A XX													



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.

LOC 85, 86, 87, 89 & 90: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

LOC 88: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403932

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY																															
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____															
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				FPL				Town of Lake Park - Dist Poles																											
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								INSTALL 157 Lights																											
PERMIT REQ'D				City				County Rd.				County Air				State Road				FAA				V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403																			
				WMD				RR Xing				DR. Dist.				Transm.																											
Requested Tel. Co. Set Poles ?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Tele. Attachment Per								Designed by:				Melissa Leyva				Date:				11/11/24															
Requested Tel. Co. Transfer ?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Telephone Co. Job No.								Drawn by:				ML				Check by:				Dwg No.				19 OF 42											
Request CAVT Transfer?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>												Rural Location Sec.				***				TWP.				***				S, RGE.				***				F			
POLE LINE FEET				0'				DUCT BANK FT.				0'				SCALE:				N.T.S				St. Lt MAP No.				MAP#				Pri Map No.				X				357			
POLE LINE FT. ON TRANSM. POLES				0'				TRENCH FT.				0'				WR				XXXXXXXXXX								M/A				XX											
TLM/LDS MODEL No.				-				Map Posting?				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				Posted by:																											

Total #6 DPX OH: 76ft



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 93 & 94: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.
LOC 91 & 92: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

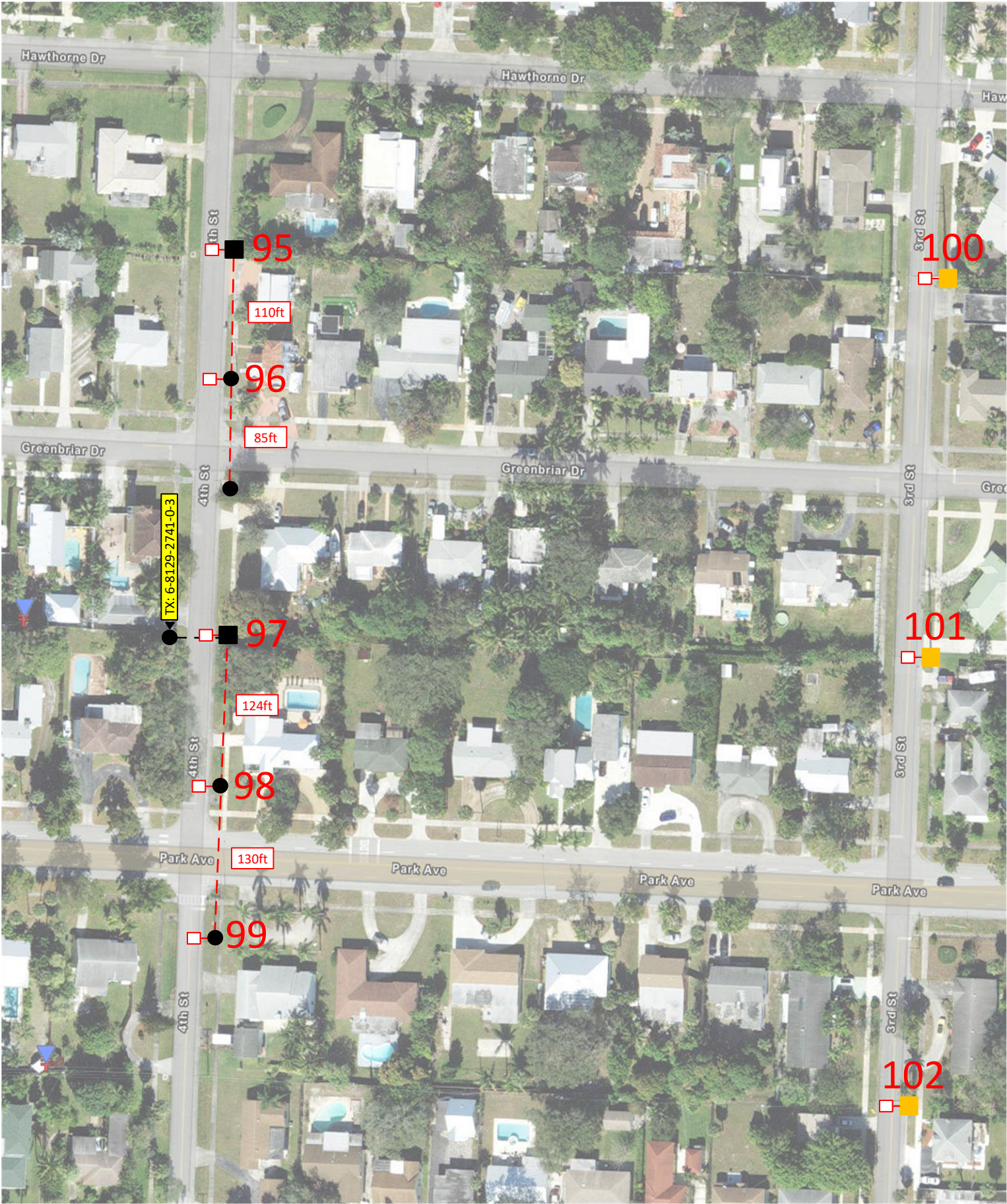
‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’
On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.
-Customer is responsible for any restoration incurred.

Feeder: 403932

FPL LED Representative: Gladys Reyes

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY																			
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____			
Easement?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Town of Lake Park - Dist Poles																	
Tree Work?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				INSTALL 157 Lights																	
PERMIT REQ'D		City		County Rd.		County Air		State Road		FAA		V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403																			
		WMD		RR Xing		DR. Dist.		Transm.																							
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per				Designed by:		Melissa Leyva		Date:		11/11/24																	
Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No.				Drawn by:		ML		Check by:		Dwg No.		20 OF 42															
Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						Rural Location Sec.		*** TWP.		*** S, RGE.		*** F																	
POLE LINE FEET		0'		DUCT BANK FT.		0'		SCALE:		N.T.S		St. Lt MAP No.		MAP#		Pri Map No.		X 358													
POLE LINE FT. ON TRANSM. POLES		0'		TRENCH FT.		0'		WR		XXXXXXXXXX		M/A		XX																	
TLM/LDS MODEL No.		-		Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:																							

****Transmission Permit will
be required****



Construction Notes:
FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 95 - 99: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.
LOC 100 - 102: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’
On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.
-Customer is responsible for any restoration incurred.

Feeder: 403932

FPL LED Representative: Gladys Reyes

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY																			
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____			
Easement?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403																	
Tree Work?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																					
PERMIT REQ'D	City	County Rd.		County Air		State Road		FAA																							
	WMD	RR Xing		DR. Dist.		Transm.																									
	Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per																		
POLE LINE FEET		0'		DUCT BANK FT.		0'		Designed by:		Melissa Leyva		Date:		11/11/24																	
POLE LINE FT. ON TRANSM. POLES		0'		TRENCH FT.		0'		Drawn by:		ML		Check by:		Dwg No. 21 OF 42																	
Rural Location Sec.		*** TWP. ***		S, RGE. ***		F		SCALE:		N.T.S		St. Lt MAP No. MAP#		Pri Map No. <input checked="" type="checkbox"/> 359																	
TLM/LDS MODEL No.		-		Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		WR XXXXXXXX		M/A		XX																	



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 103 & 104: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.
LOC 105: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’
On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.
-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403932

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY																			
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____			
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				FPL				Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403															
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																							
PERMIT REQ'D		City		County Rd.		County Air		State Road		FAA		Designed by: Melissa Leyva Date: 11/11/24 Drawn by: ML Check by: Dwg No. 22 OF 42																			
		WMD		RR Xing		DR. Dist.		Transm.																							
Requested Tel. Co. Set Poles ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Requested Tel. Co. Transfer ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Tele. Attachment Per _____				Rural Location Sec. *** TWP. *** S, RGE. *** F															
								Telephone Co. Job No. _____				SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. X 360																			
POLE LINE FEET 0'				DUCT BANK FT. 0'				TRENCH FT. 0'																WR XXXXXXXX M/A XX							
POLE LINE FT. ON TRANSM. POLES 0'																															
TLM/LDS MODEL No. -				Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				Posted by:																							



Total #6 DPX OH: 653ft



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.

LOC 109: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

LOC 106 – 108 & 110 - 111: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

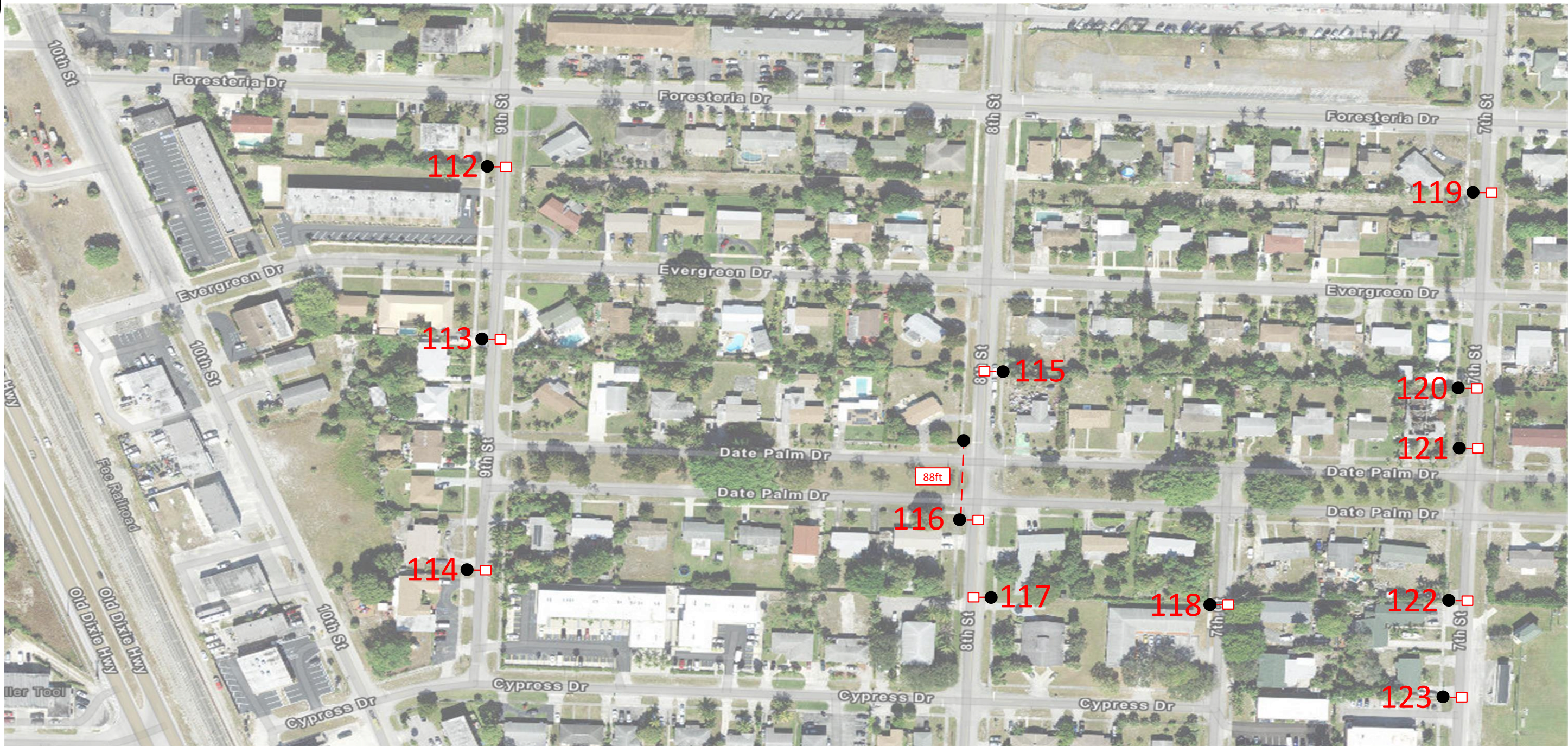
On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		<div>FPL</div> <div>Town of Lake Park - Dist Poles</div> <div>INSTALL 157 Lights</div> <div>V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403</div>	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA		
	WMD	RR Xing	DR. Dist.	Transm.			
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Tele. Attachment Per		Designed by: Melissa Leyva		Date: 11/11/24
Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Telephone Co. Job No.		Drawn by: ML		Check by: Dwg No. 23 OF 42
Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			Rural Location Sec. ***		TWP. *** S, RGE. *** F
POLE LINE FEET		0'		DUCT BANK FT.		0'	
POLE LINE FT. ON TRANSM. POLES		0'		TRENCH FT.		0'	
TLM/LDS MODEL No.		-		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by: WR XXXXXXXX	
						M/A 361 XX	



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.

LOC 112, 114 – 116, 119 - 121: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

LOC 113, 117, 118, 122, 123: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403932

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY			
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Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403							
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>											
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA										
	WMD	RR Xing	DR. Dist.	Transm.											
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Tele. Attachment Per				Designed by:		Melissa Leyva		Date:	11/11/24			
Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Telephone Co. Job No.				Drawn by:		ML		Check by:	Dwg No.			
Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					Rural Location Sec.		*** TWP.		*** S, RGE. *** F				
POLE LINE FEET		0'		DUCT BANK FT.		0'		SCALE:		N.T.S		St. Lt MAP No.	MAP#	Pri Map No.	X 362
POLE LINE FT. ON TRANSM. POLES		0'		TRENCH FT.		0'		WR		XXXXXXXXXX		M/A		XX	
TLM/LDS MODEL No.		-		Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:							



Construction Notes:

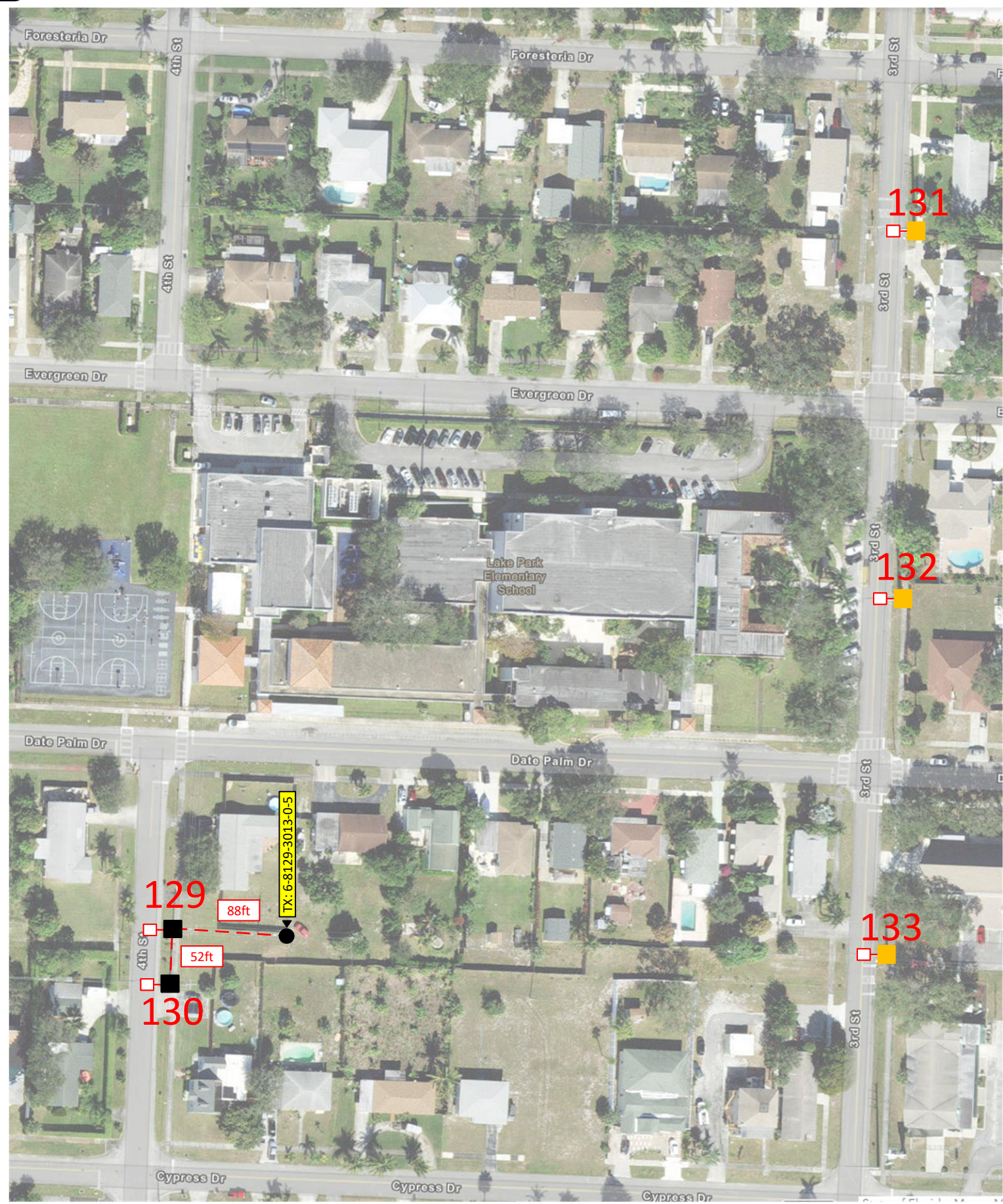
FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 124, 126 - 128: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.
LOC 125: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’
On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.
-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403932

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY																			
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____			
Easement?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403																	
Tree Work?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																					
PERMIT REQ'D		City		County Rd.		County Air		State Road		FAA																					
		WMD		RR Xing		DR. Dist.		Transm.																							
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per				Designed by:		Melissa Leyva		Date:		11/11/24																	
Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No.				Drawn by:		ML		Check by:		Dwg No.		25 OF 42															
Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						Rural Location Sec.		*** TWP.		*** S, RGE.		*** F																	
POLE LINE FEET		0'		DUCT BANK FT.		0'		SCALE:		N.T.S		St. Lt MAP No.		MAP#		Pri Map No.		X 363													
POLE LINE FT. ON TRANSM. POLES		0'		TRENCH FT.		0'		WR		XXXXXXXXXX		M/A																			
TLM/LDS MODEL No.		-		Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:																							



☐ INACCESSIBLE

☒ 13 kV

☐ FUTURE 23 kV

☐ 23 kV

☐ SALT SPRAY

Item 8.

****Transmission Permit will be required****

Construction Notes:
FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 130: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.
LOC 129, 131 - 133: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’
On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.
-Customer is responsible for any restoration incurred.

Feeder: 403932

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY					
FOREMAN'S SIGNATURE _____ DATE _____				FOREMAN'S SIGNATURE _____ DATE _____				SUPERVISOR'S SIGNATURE _____ DATE _____				INITIALS _____ CERT. DATE _____					
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Town of Lake Park - Dist Poles									
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				INSTALL 157 Lights									
PERMIT REQ'D		City		County Rd.		County Air		State Road		FAA		V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403					
		WMD		RR Xing		DR. Dist.		Transm.									
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per				Designed by:		Melissa Leyva		Date:		11/11/24			
Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No.				Drawn by:		ML		Check by:		Dwg No. 26 OF 42			
Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						Rural Location Sec.		*** TWP. ***		S, RGE. ***		F			
POLE LINE FEET		0'		DUCT BANK FT.		0'		SCALE:		N.T.S		St. Lt MAP No. MAP#		Pri Map No. X 364			
POLE LINE FT. ON TRANSM. POLES		0'		TRENCH FT.		0'		WR		XXXXXXXXXX		M/A		XX			
TLM/LDS MODEL No.		-		Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:									



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 134: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY																			
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____			
Easement?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403																	
Tree Work?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																					
PERMIT REQ'D	City	County Rd.		County Air		State Road		FAA		Designed by: Melissa Leyva Date: 11/11/24 Drawn by: ML Check by: Dwg No. 27 OF 42																					
	WMD	RR Xing		DR. Dist.		Transm.																									
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Rural Location Sec. *** TWP. *** S, RGE. *** F																			
Tele. Attachment Per				Telephone Co. Job No.				SCALE: N.T.S				St. Lt MAP No. MAP#		Pri Map No. X		365															
POLE LINE FEET		0'		DUCT BANK FT.		0'		WR XXXXXXXX				M/A		XX																	
POLE LINE FT. ON TRANSM. POLES		0'		TRENCH FT.		0'																									
TLM/LDS MODEL No.		-		Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:																							



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.

LOC 135 & 136: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

'CHECK VOLTAGE – CONVERT 480V to 120V or 240V'

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

- Customer is responsible for any restoration incurred.

Feeder: 403932

FPL LED Representative: Gladys Reyes

AS-BUILT CREW PRINT FOREMAN'S SIGNATURE _____ DATE _____ FOREMAN'S SIGNATURE _____ DATE _____										ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.										JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RDS SUPERVISOR'S SIGNATURE _____ DATE _____ SUPERVISOR'S SIGNATURE _____ DATE _____										AS-BUILT COPY INITIALS _____ CERT. DATE _____																																							
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>										Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>										Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>										FPL										Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403																													
PERMIT REQ'D		City			County Rd.			County Air			State Road			FAA			Designed by: Melissa Leyva Date: 11/11/24 Drawn by: ML Check by: Dwg No. 28 OF 42 Rural Location Sec. *** TWP. *** S, RGE. *** E SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. X 366																																																				
WMD		RR Xing			DR. Dist.			Transm.																																																													
Requested Tel. Co. Set Poles ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Requested Tel. Co. Transfer ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>										Tele. Attachment Per _____ Telephone Co. Job No. _____																																																											
POLE LINE FEET 0'										DUCT BANK FT. 0'																																																											
POLE LINE FT. ON TRANSM. POLES 0'										TRENCH FT. 0'																																																											
TLM/LDS MODEL No. -										Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by:										WR XXXXXXXXXX M/A XX																																																	



****Tree Trim is required for
LOC 140****

Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.

LOC 137, 138, 140, 142: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

LOC 139 & 141: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

'CHECK VOLTAGE – CONVERT 480V to 120V or 240V'

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403932

AS-BUILT CREW PRINT				ALL REQUIRED GROUND ROADS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROD				AS-BUILT COPY			
FOREMAN'S SIGNATURE _____ DATE _____				FOREMAN'S SIGNATURE _____ DATE _____				SUPERVISOR'S SIGNATURE _____ DATE _____				INITIALS _____ CERT. DATE _____			
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				<div style="border: 1px solid black; padding: 5px; display: inline-block;">FPL</div> <div style="text-align: center; padding: 10px;"> Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403 </div>			
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA										
	WMD	RR Xing	DR. Dist.	Transm.											
Requested Tel. Co. Set Poles ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Tele. Attachment Per _____				Designed by: Melissa Leyva				Date: 11/11/24			
Requested Tel. Co. Transfer ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Telephone Co. Job No. _____				Drawn by: ML				Check by: _____			
Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>								Dwg No. 29 OF 42							
POLE LINE FEET 0'				DUCT BANK FT. 0'				Rural Location Sec. *** TWP. *** S, RGE. *** E							
POLE LINE FT. ON TRANSM. POLES 0'				TRENCH FT. 0'				SCALE: N.T.S.				St. Lt MAP No. MAP#			
TLM/LDS MODEL No. -				Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: _____				WR XXXXXXXXXX				M/A			
												367			



☐ INACCESSIBLE

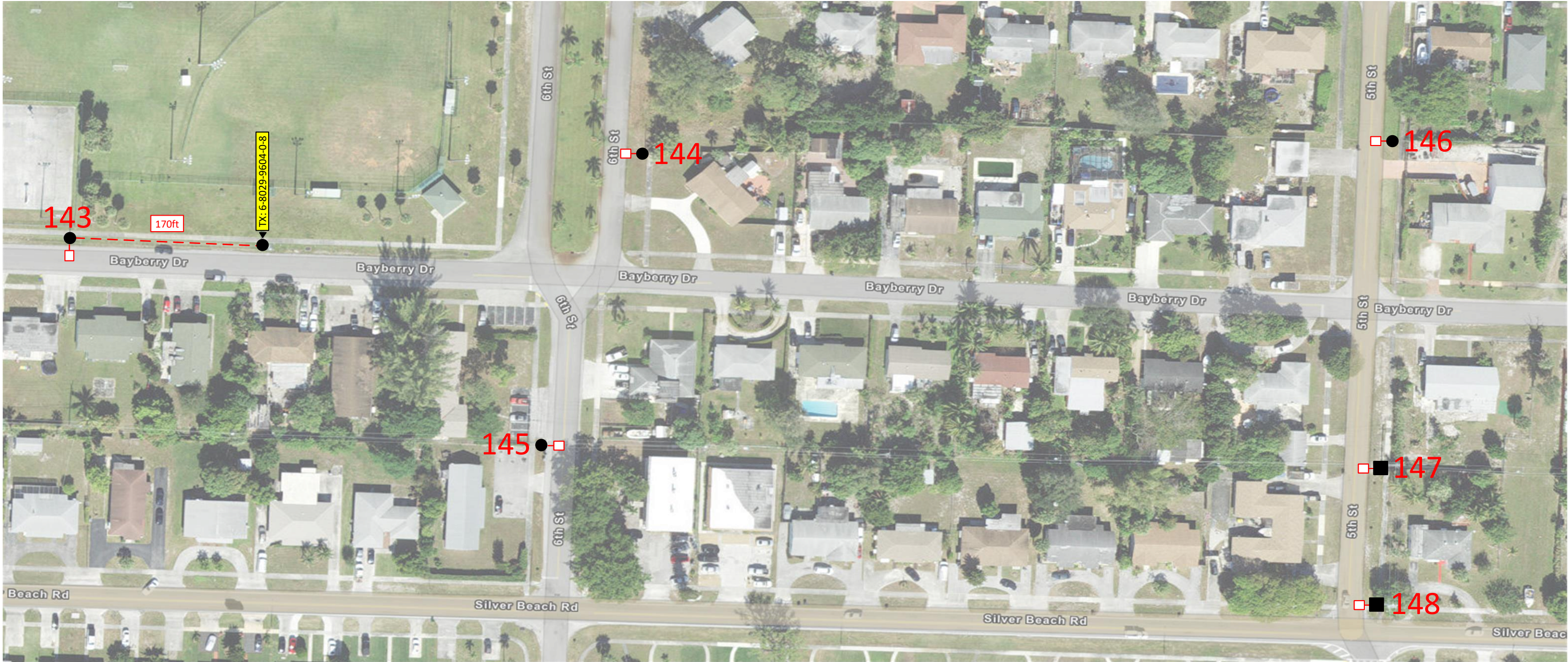
☒ 13 kV

☐ FUTURE 23 kV

☐ 23 kV

☐ SALT SPRAY

Item 8.



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.

LOC 143, 146, 147, 148: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

LOC 144 - 145: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403931

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY																															
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____															
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				FPL				Town of Lake Park - Dist Poles																											
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								INSTALL 157 Lights																											
PERMIT REQ'D				City				County Rd.				County Air				State Road				FAA				V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403																			
				WMD				RR Xing				DR. Dist.				Transm.																											
Requested Tel. Co. Set Poles ?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Tele. Attachment Per								Designed by:				Melissa Leyva				Date:				11/11/24															
Requested Tel. Co. Transfer ?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Telephone Co. Job No.								Drawn by:				ML				Check by:				Dwg No.				30 OF 42											
Request CAVT Transfer?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>												Rural Location Sec.				***				TWP.				***				S, RGE.				***				F			
POLE LINE FEET				0'				DUCT BANK FT.				0'				SCALE:				N.T.S				St. Lt MAP No.				MAP#				Pri Map No.				X				368			
POLE LINE FT. ON TRANSM. POLES				0'				TRENCH FT.				0'				WR				XXXXXXXXXX								M/A				XX											
TLM/LDS MODEL No.				-				Map Posting?				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				Posted by:																											



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown. FPL Contractor to install #6 DPX OH cables to all locations shown.
LOC 149 - 150: Install 1 – ROADWAY – 59W - 7,500L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.
LOC 151 - 152: Install 1 – ROADWAY – 93W - 12,000L – 3000K LED Fixture with an 8ft Arm Bracket on existing distribution pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’
On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.
-Customer is responsible for any restoration incurred.

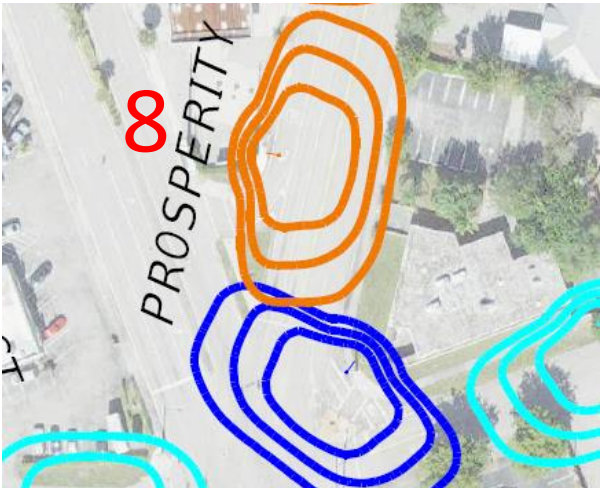
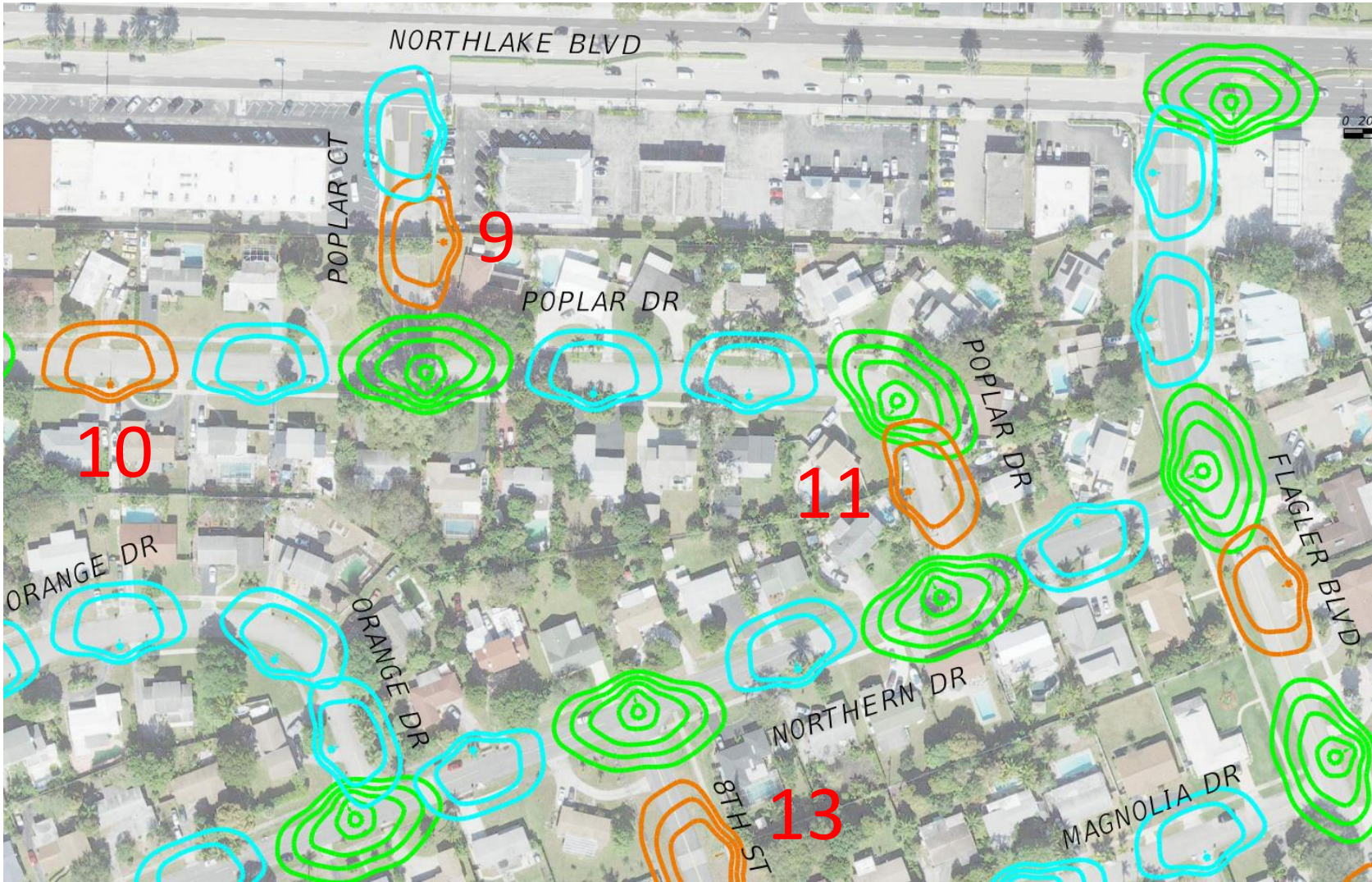
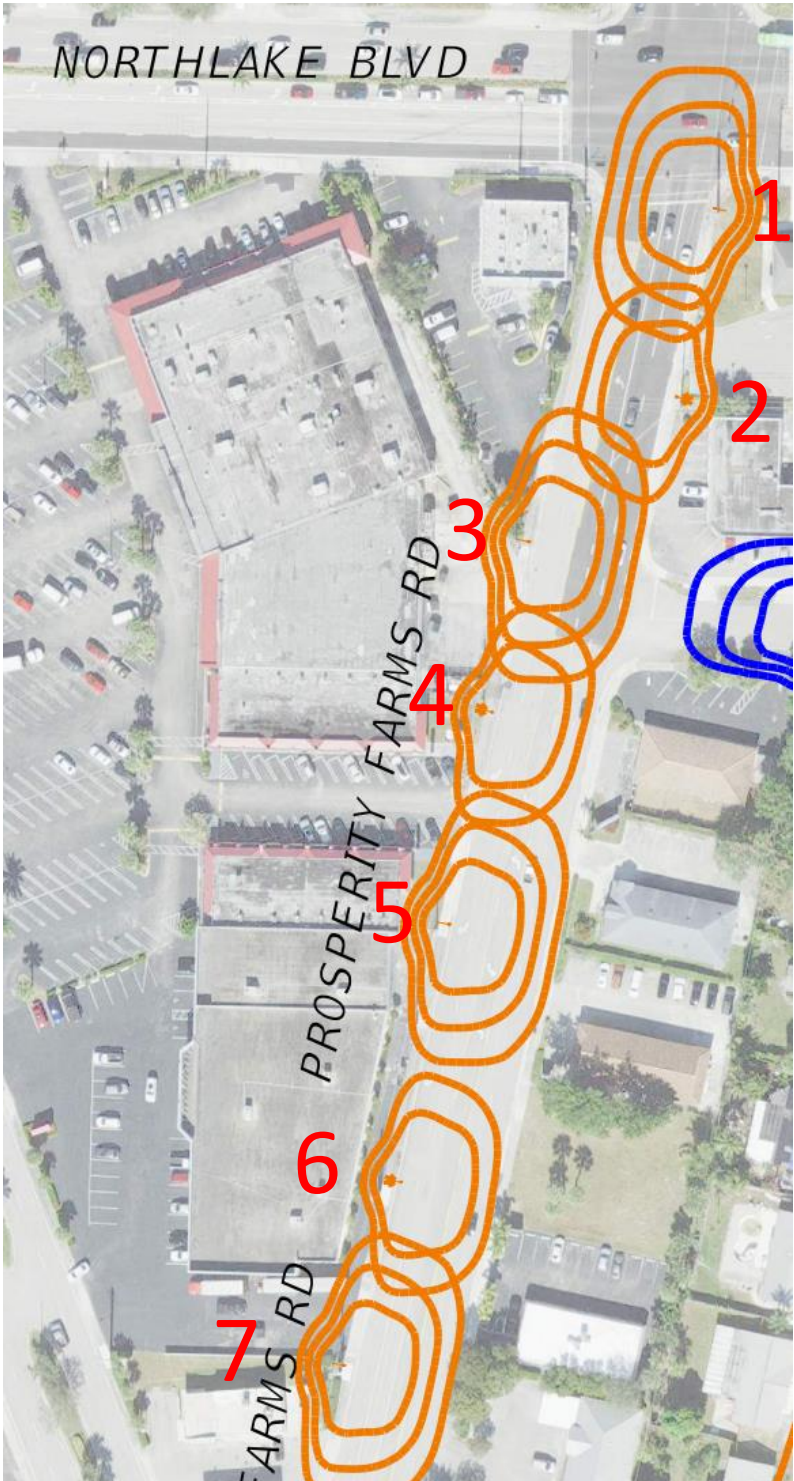
FPL LED Representative: Gladys Reyes

Feeder: 403931

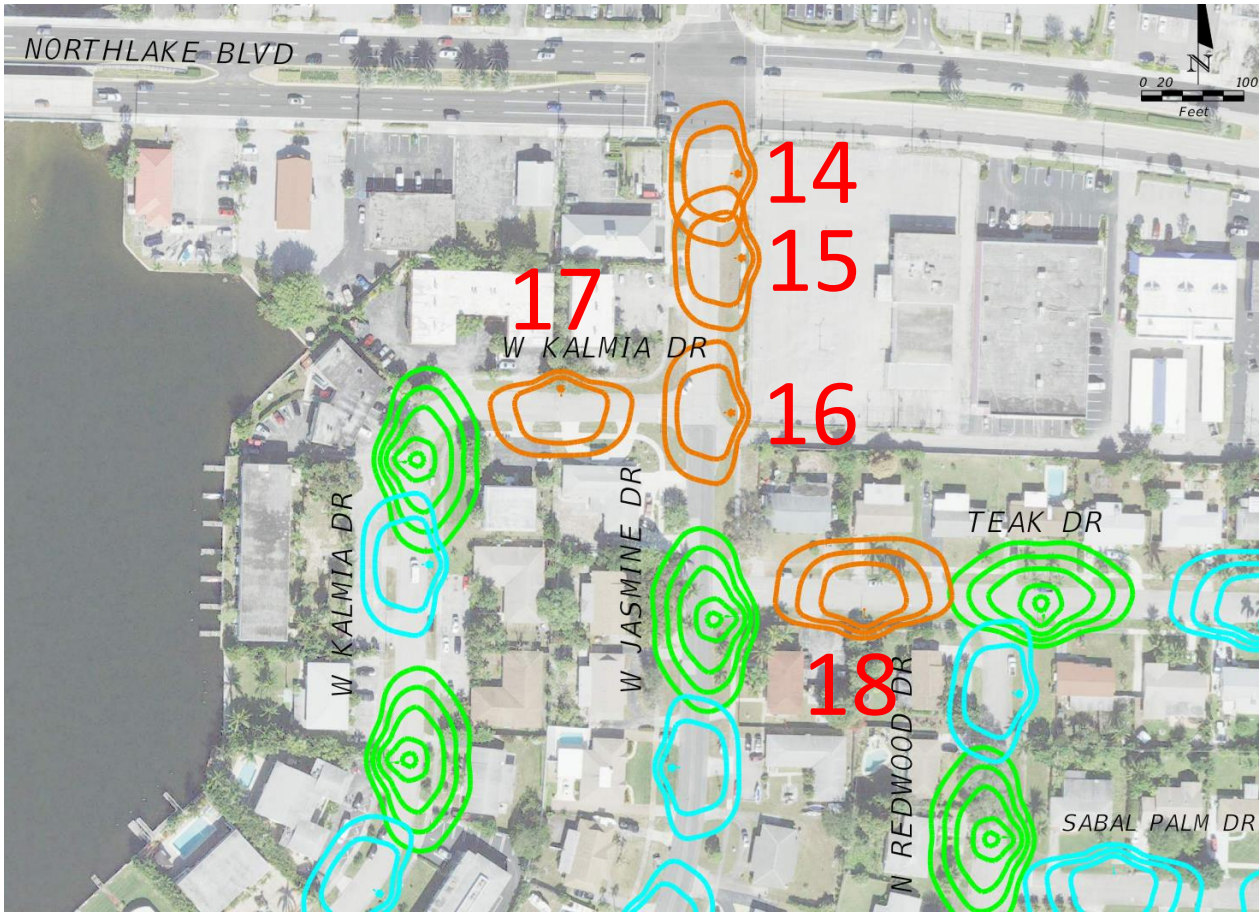
AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY																															
FOREMAN'S SIGNATURE				DATE				FOREMAN'S SIGNATURE				DATE				SUPERVISOR'S SIGNATURE				DATE				INITIALS				CERT. DATE															
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				FPL				Town of Lake Park - Dist Poles																											
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								INSTALL 157 Lights																											
PERMIT REQ'D				City				County Rd.				County Air				State Road				FAA				V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403																			
				WMD				RR Xing				DR. Dist.				Transm.																											
Requested Tel. Co. Set Poles ?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Tele. Attachment Per				Designed by:				Melissa Leyva				Date:				11/11/24																			
Requested Tel. Co. Transfer ?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Telephone Co. Job No.				Drawn by:				ML				Check by:				Dwg No.				31 OF 42															
Request CAVT Transfer?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>								Rural Location Sec.				***				TWP.				***				S, RGE.				***				F							
POLE LINE FEET				0'				DUCT BANK FT.				0'				SCALE:				N.T.S				St. Lt MAP No.				MAP#				Pri Map No.				X				369			
POLE LINE FT. ON TRANSM. POLES				0'				TRENCH FT.				0'				WR				XXXXXXXXXX				M/A				XX															
TLM/LDS MODEL No.				-				Map Posting?				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				Posted by:																											



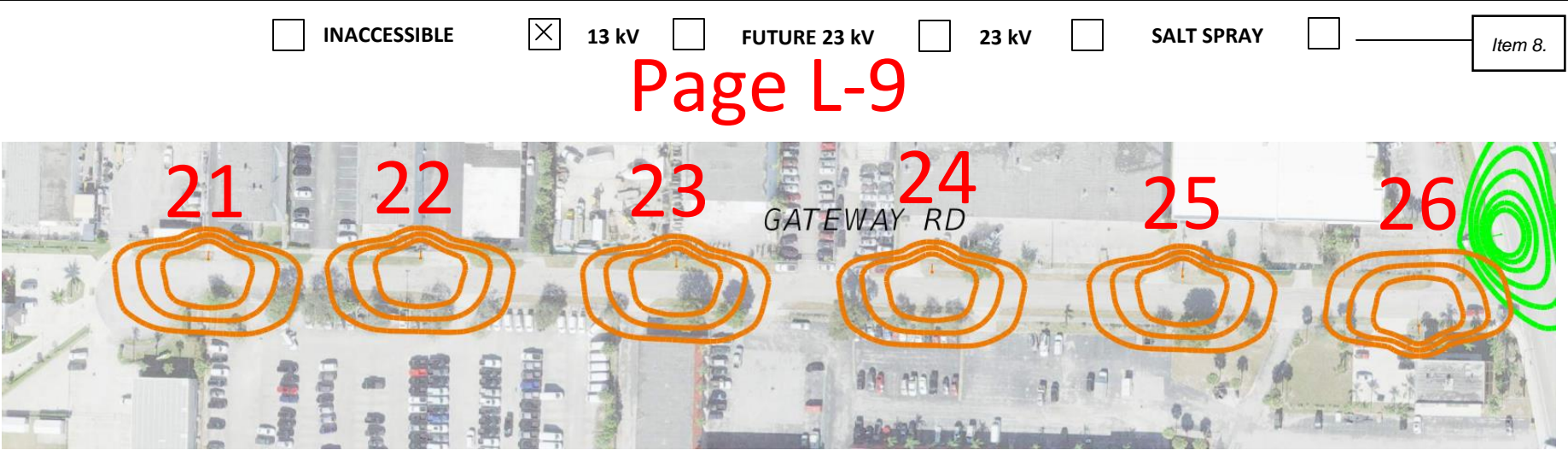
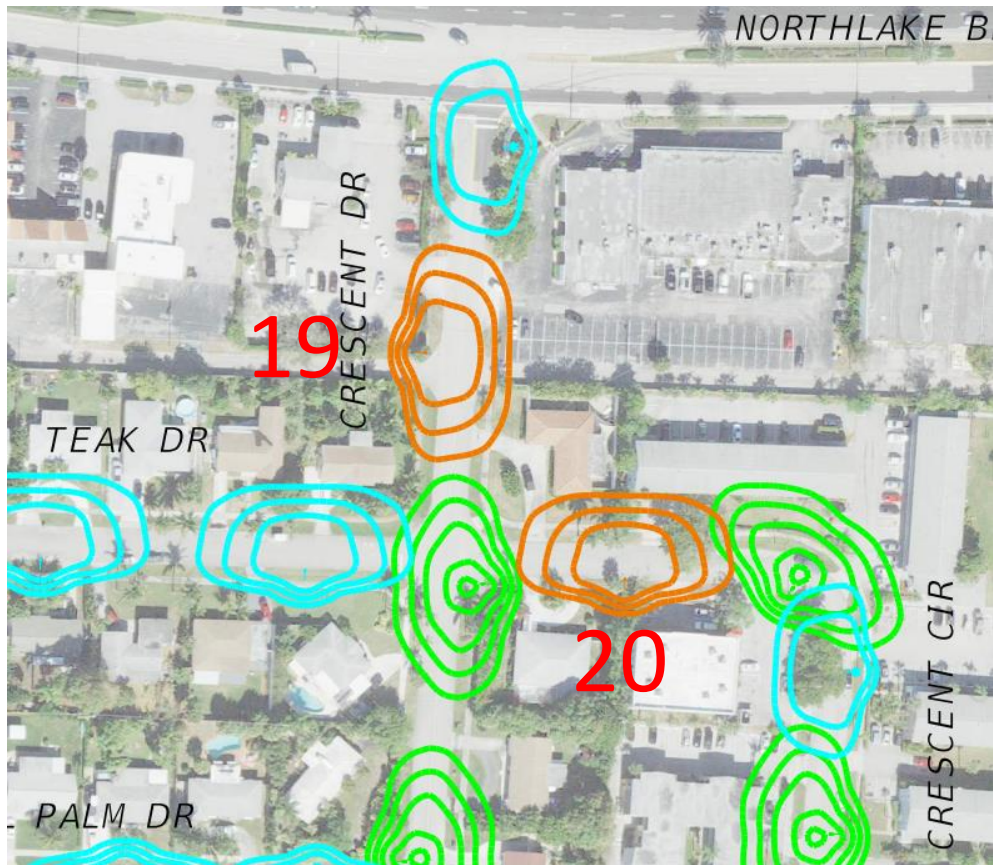
AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RODS				AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____				FOREMAN'S SIGNATURE _____ DATE _____				SUPERVISOR'S SIGNATURE _____ DATE _____				INITIALS _____ CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403					
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>									
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA	Designed by: _____ Melissa Leyva _____ Date: 11/11/24 Drawn by: ML Check by: _____ Dwg No. 32 OF 42 Rural Location Sec. *** TWP. *** S, RGE. *** E SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. X 370							
	WMD	RR Xing	DR. Dist.	Transm.									
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	Tele. Attachment Per									
Requested Tel. Co. Transfer ?		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	Telephone Co. Job No. _____									
Request CAVT Transfer?		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>										
POLE LINE FEET 0'			DUCT BANK FT. 0'										
POLE LINE FT. ON TRANSM. POLES 0'			TRENCH FT. 0'										
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		WR XXXXXXXXX M/A XX							



AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA		
	WMD	RR Xing	DR. Dist.	Transm.			
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per _____		Designed by: Melissa Leyva		Date: 11/11/24	
Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No. _____		Drawn by: ML		Check by: _____	
Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Dwg No. 33 OF 42			
POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. *** TWP. *** S, RGE. *** F			
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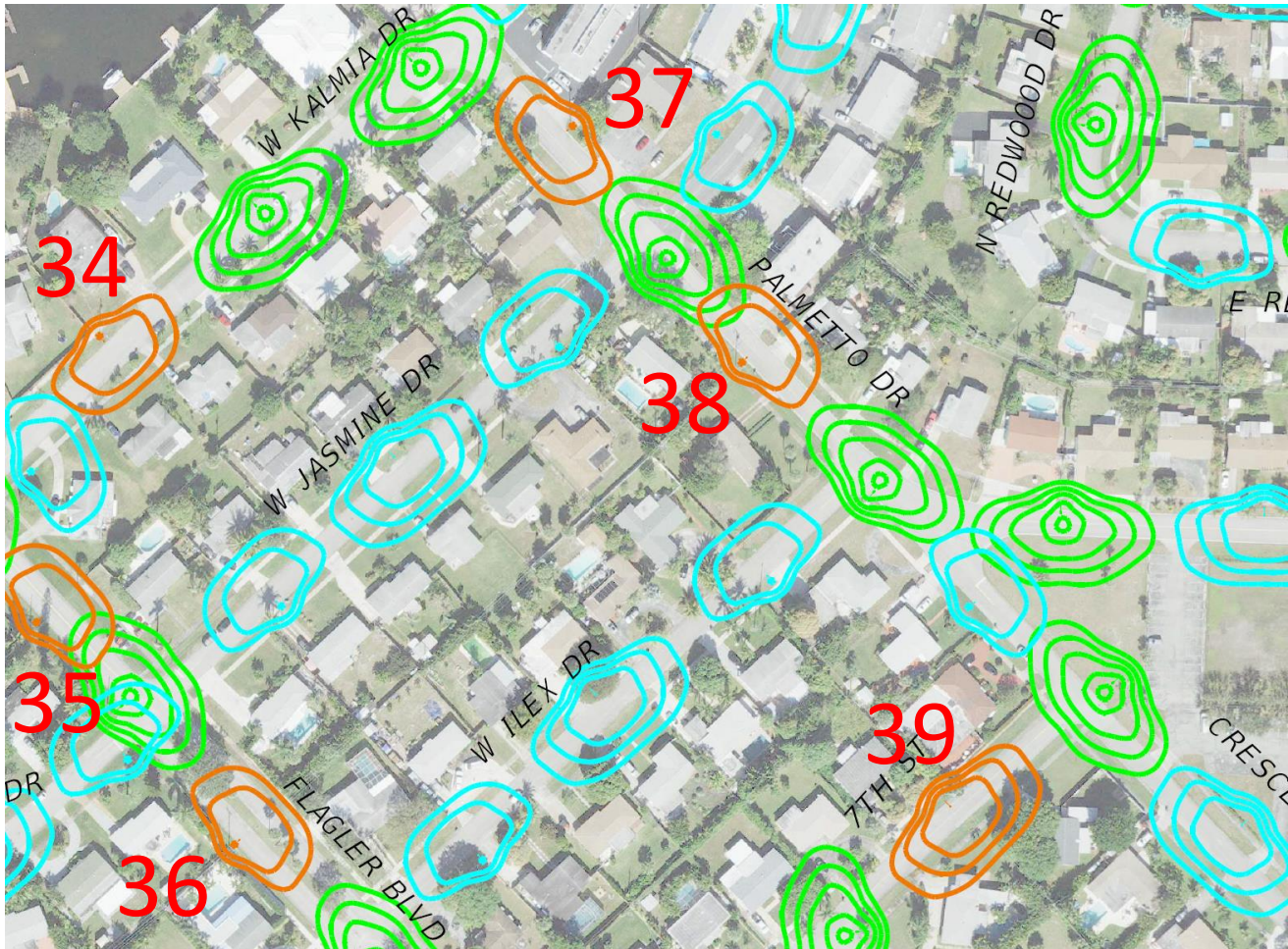


Page L-12



AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Town of Lake Park - Dist Poles INSTALL 157 Lights	
PERMIT REQ'D City _____ County Rd. _____ County Air _____ State Road _____ FAA _____		WMD _____ RR Xing _____ DR. Dist. _____ Transm. _____		V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403			
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Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No. _____		Drawn by: ML		Check by: _____	
Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. *** TWP. *** S, RGE. *** F	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		SCALE: N.T.S		St. Lt MAP No. MAP# _____ Pri Map No. _____	
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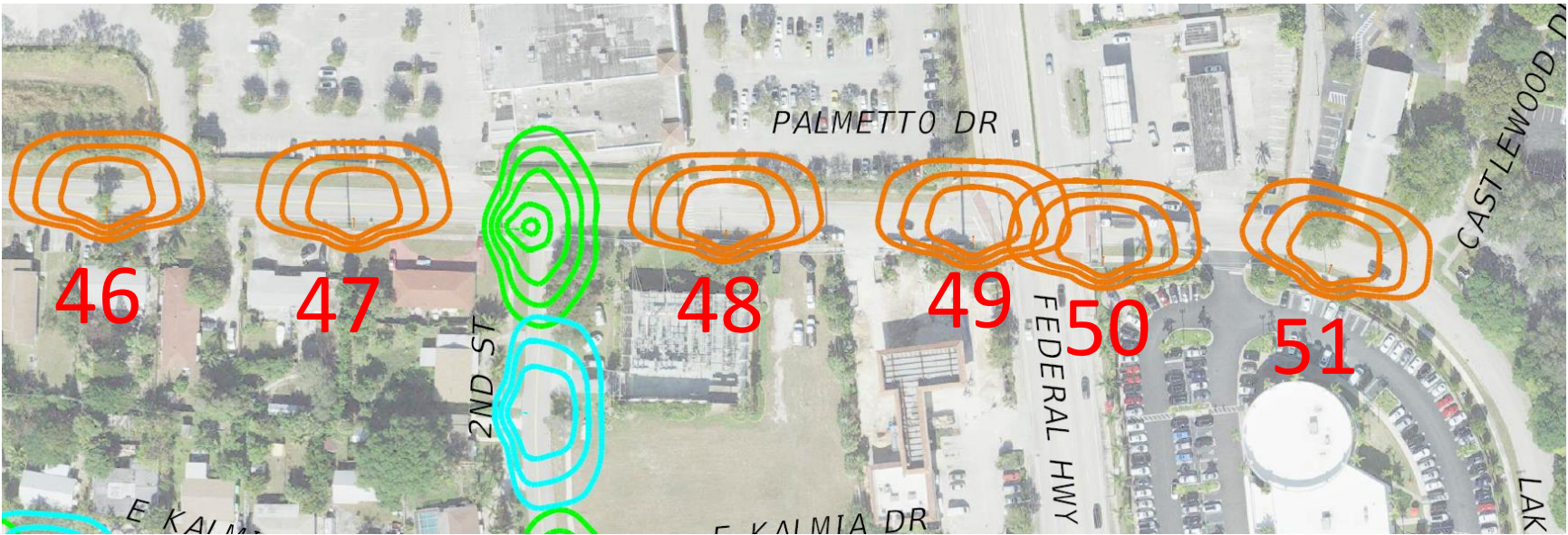
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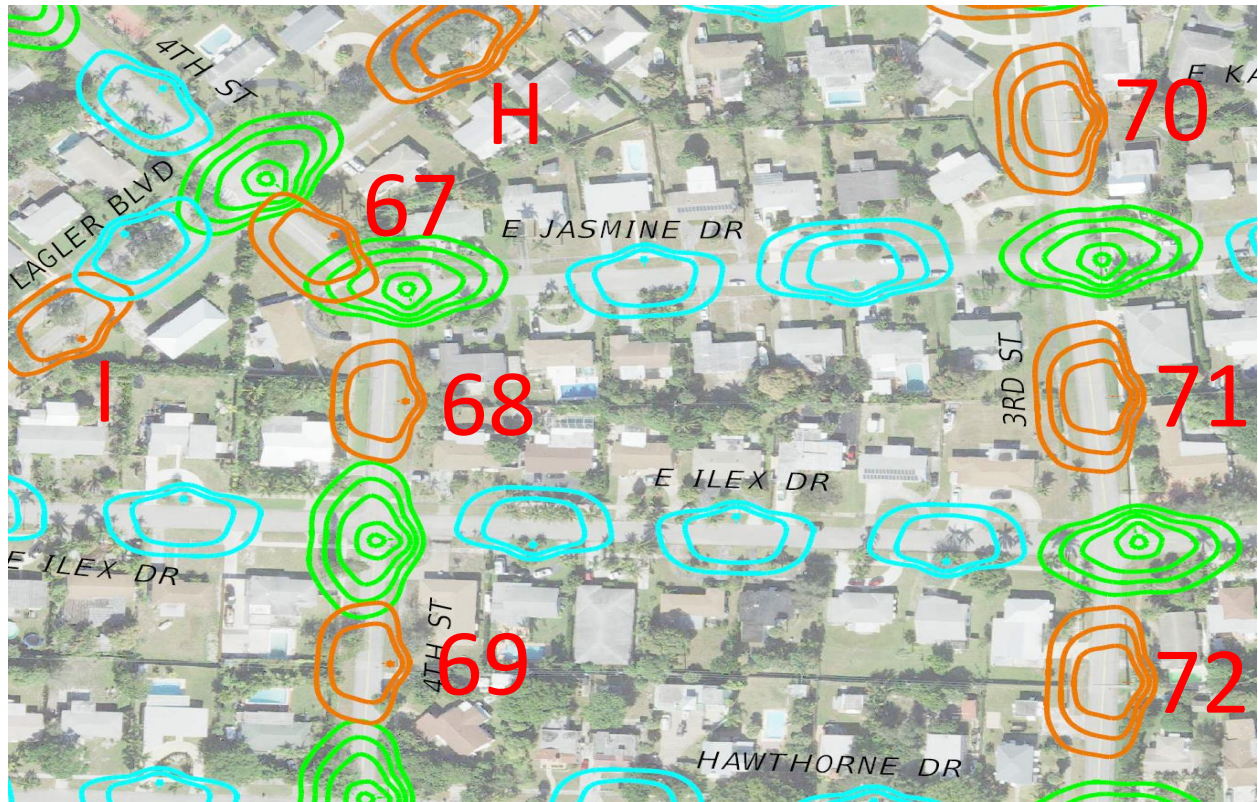
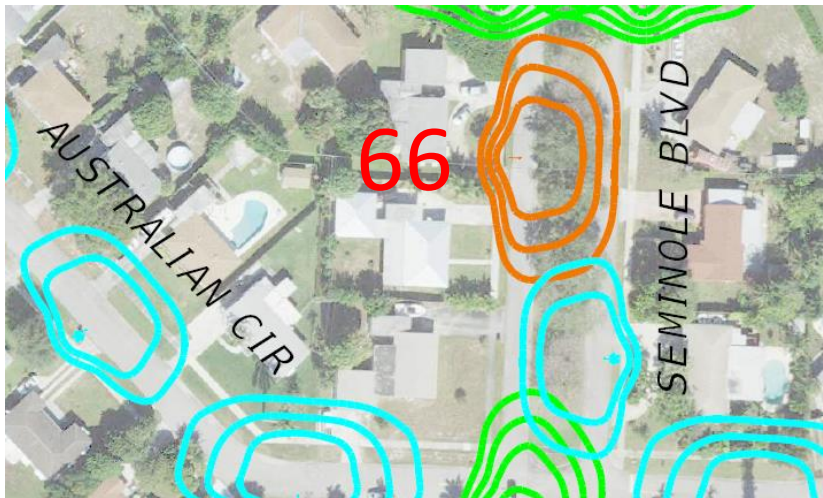
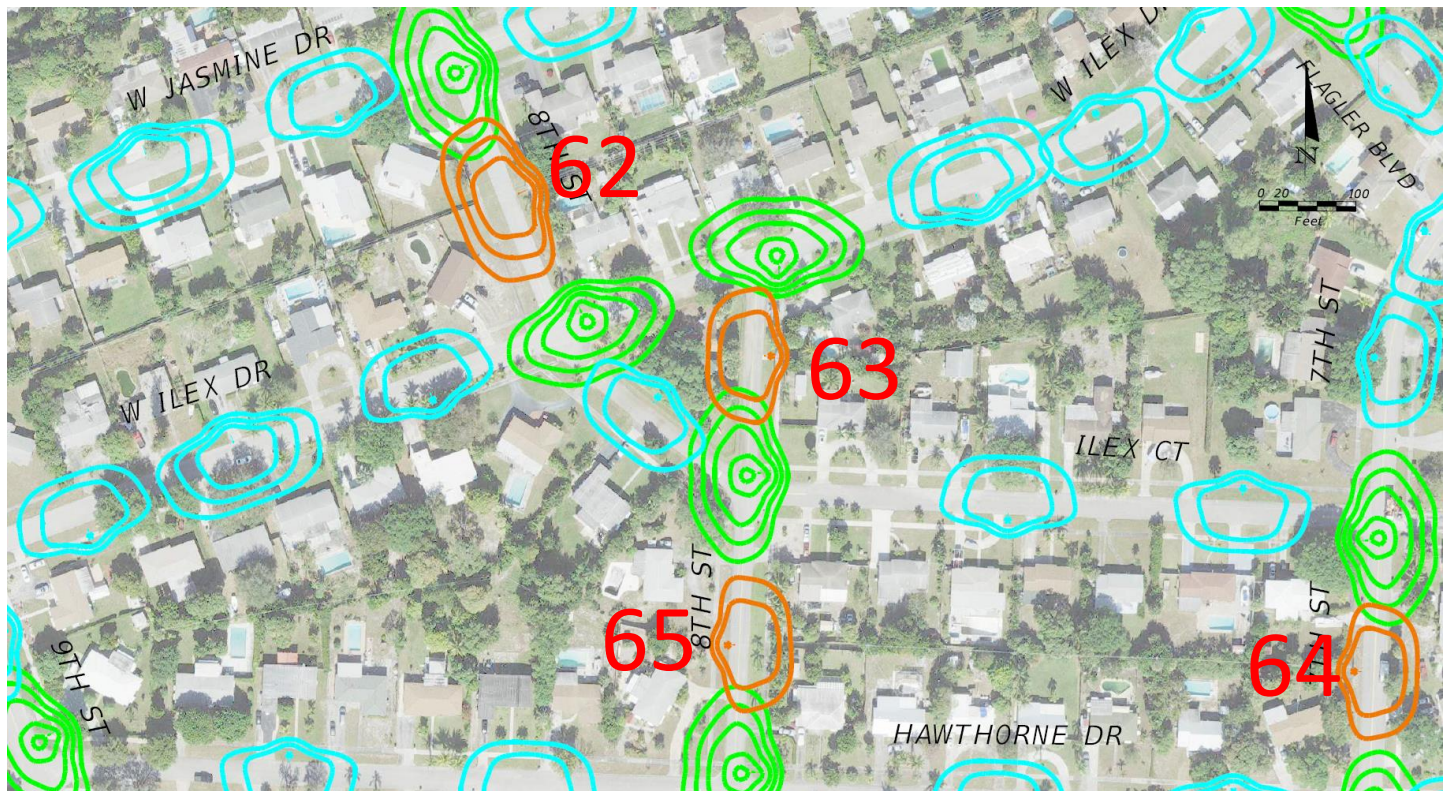
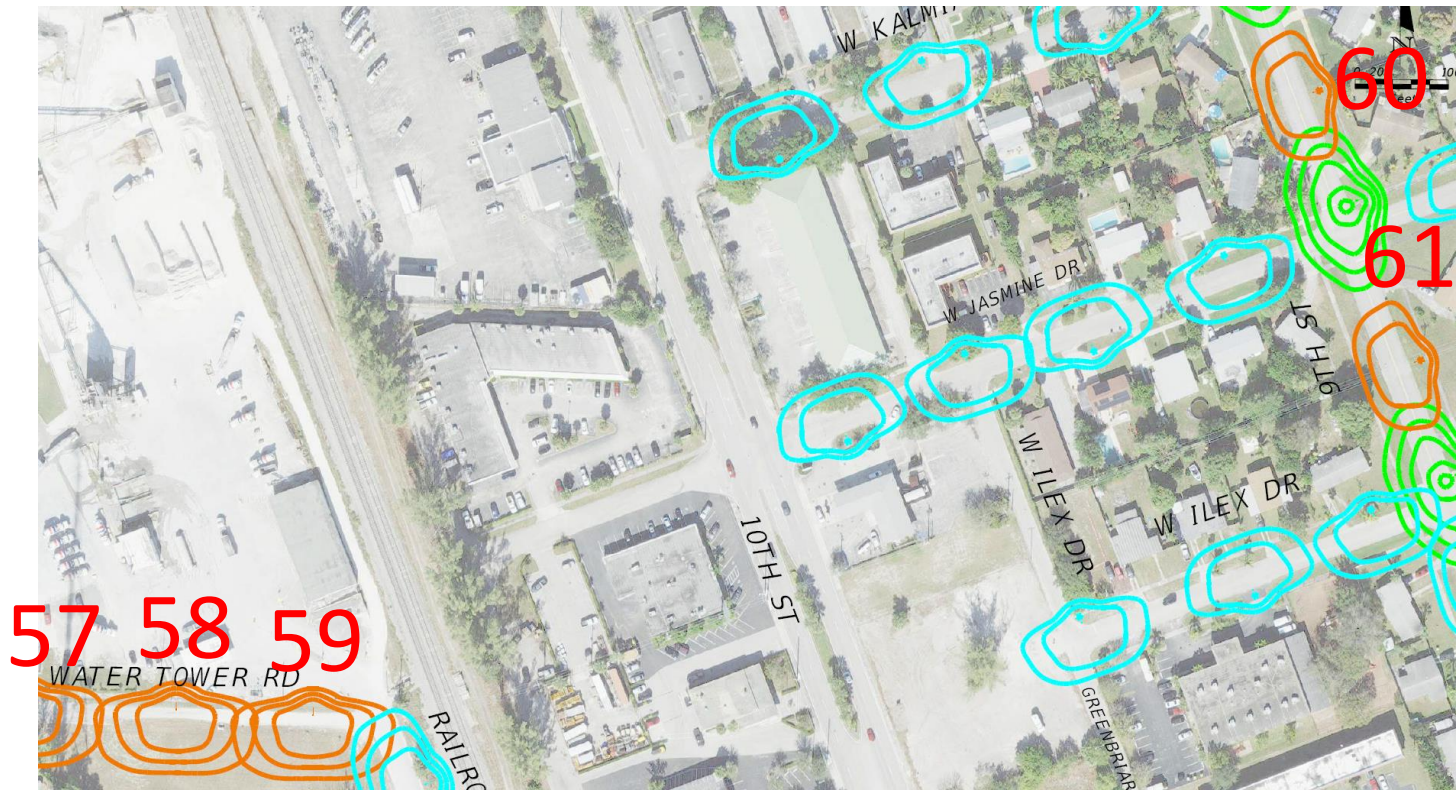
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Page L-16

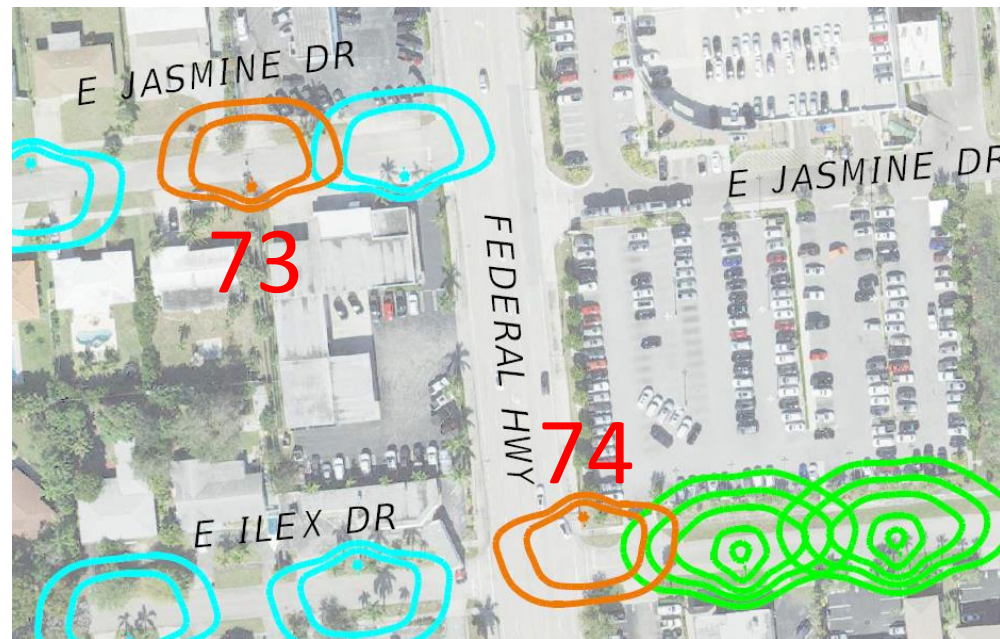


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Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
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	WMD	RR Xing	DR. Dist.	Transm.			
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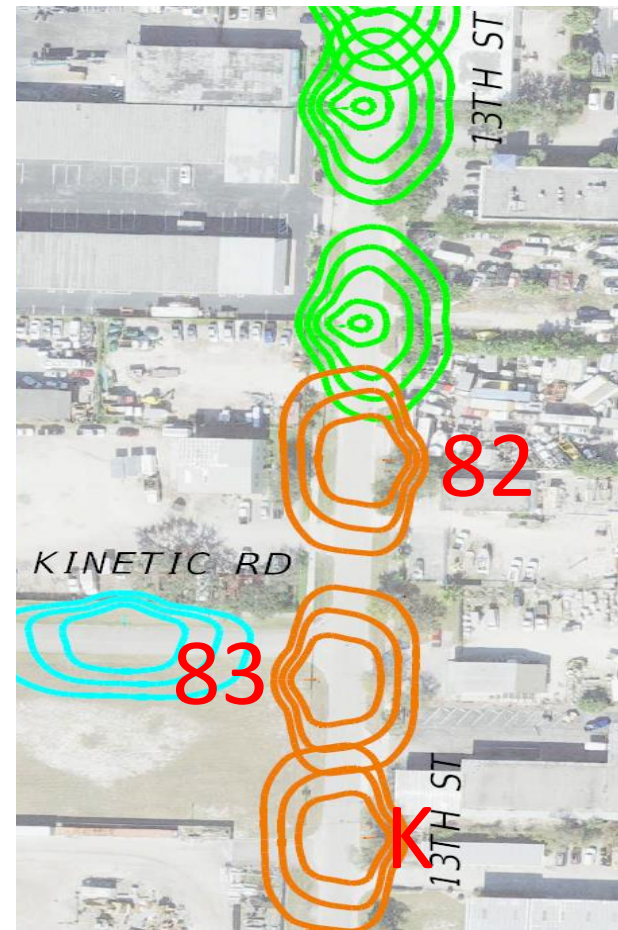


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Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Town of Lake Park - Dist Poles INSTALL 157 Lights	
PERMIT REQ'D		City		County Rd.		V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403	
WMD		RR Xing		DR. Dist.		Transm.	
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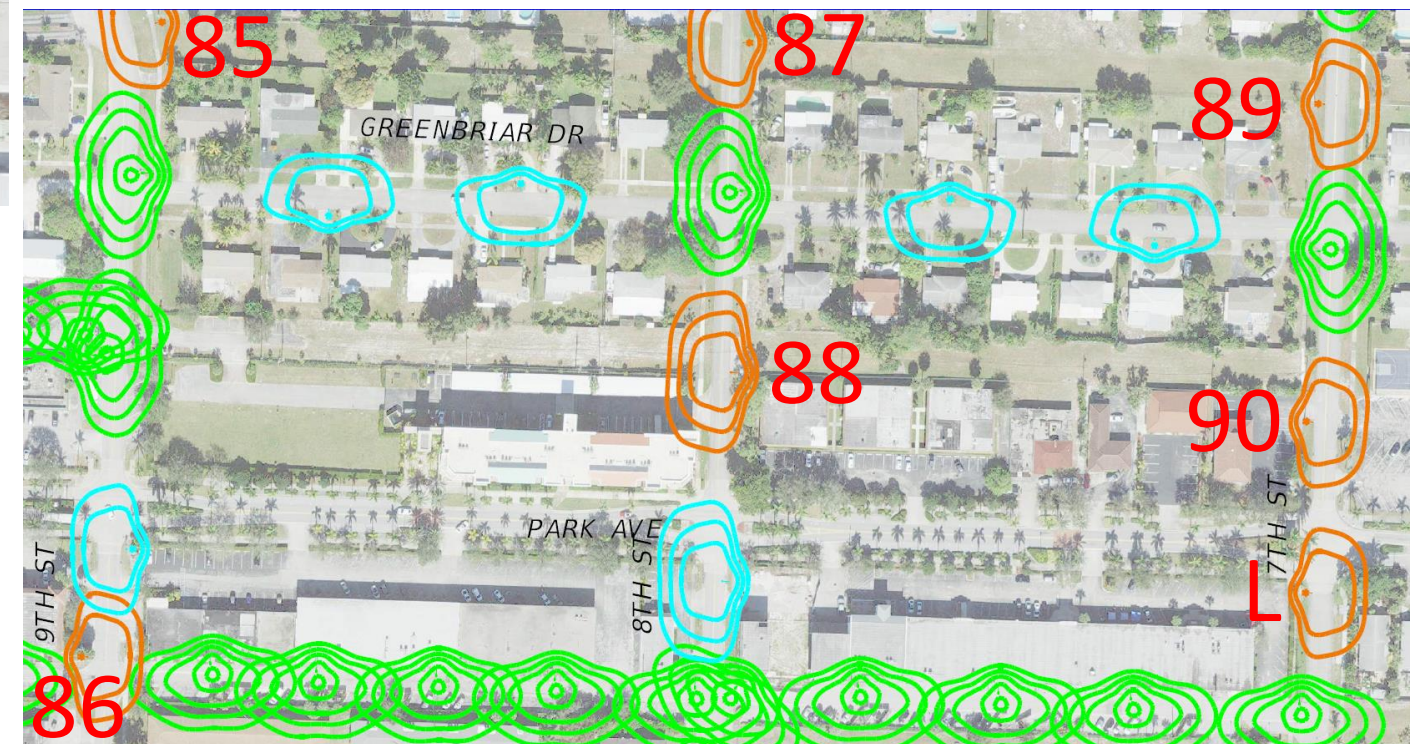
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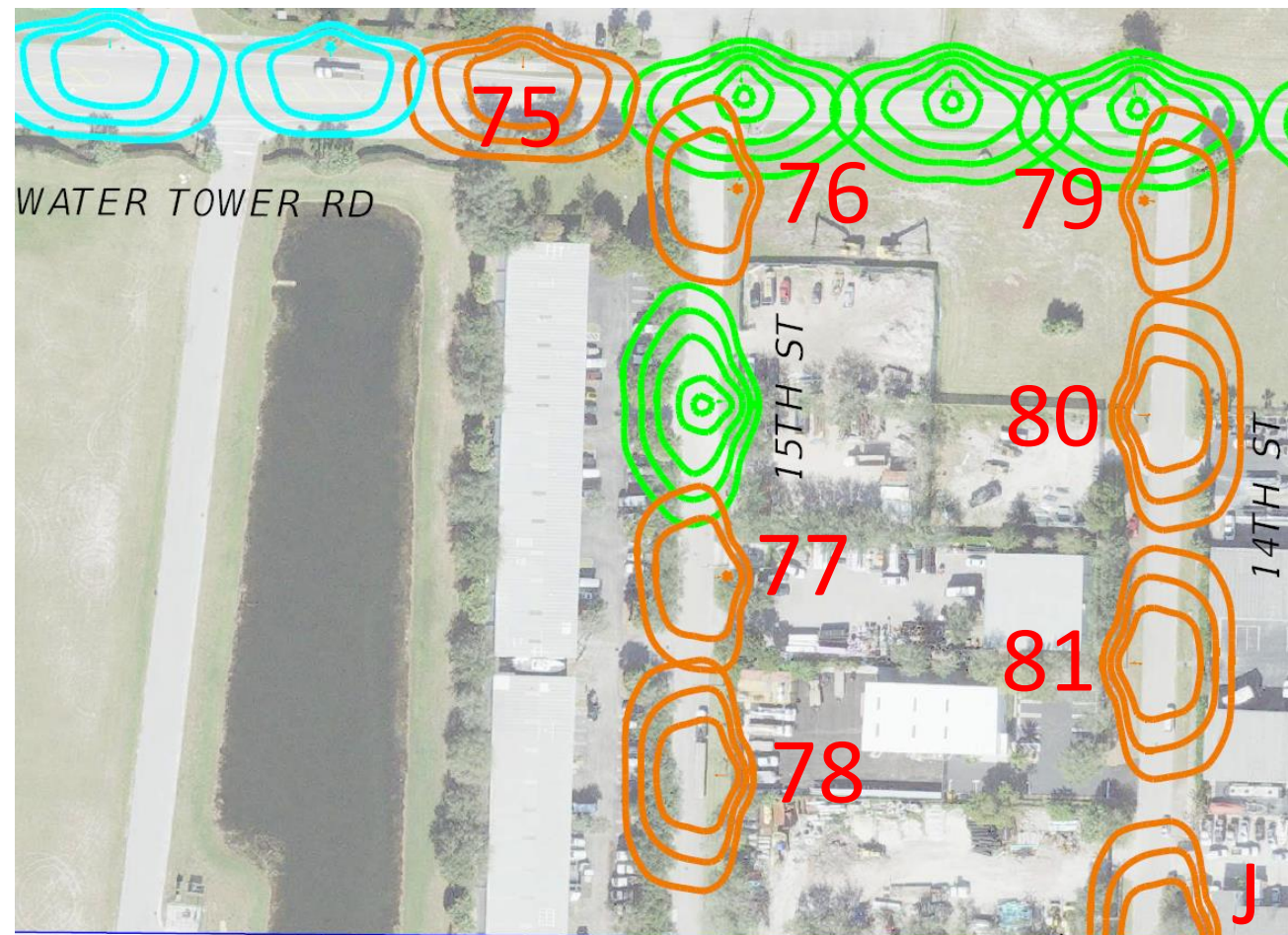
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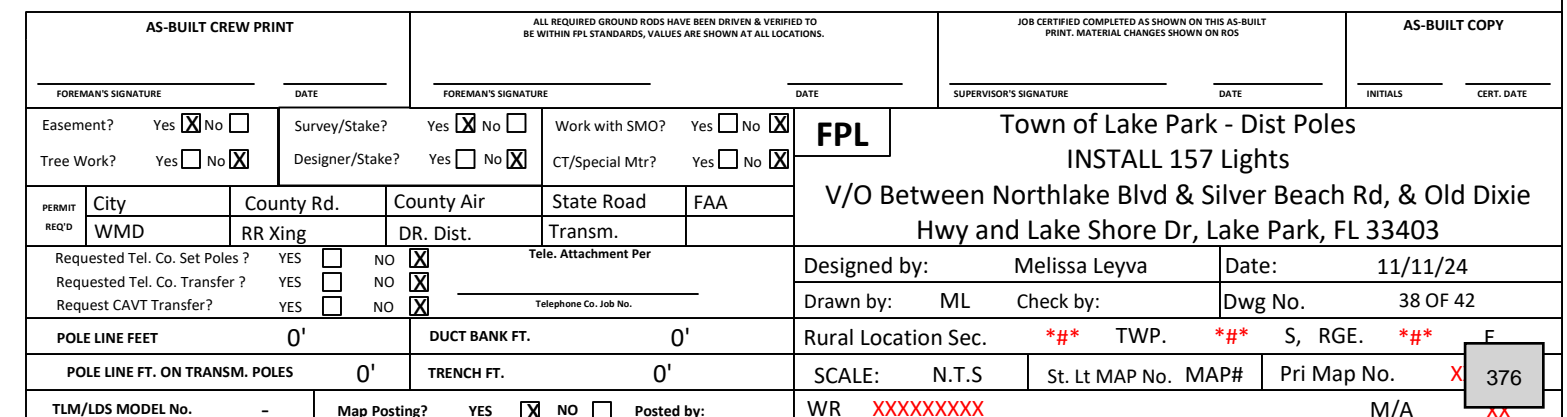


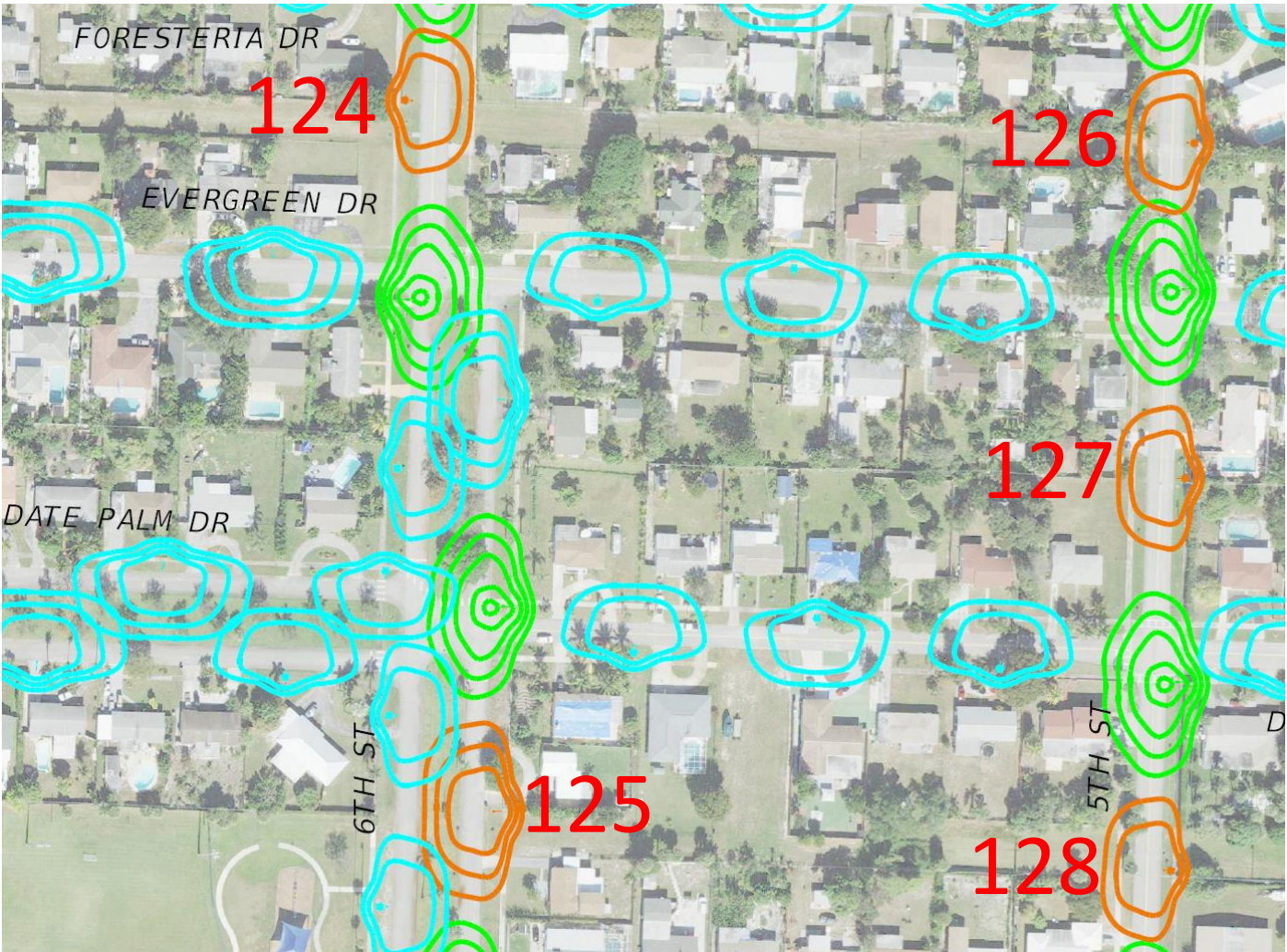
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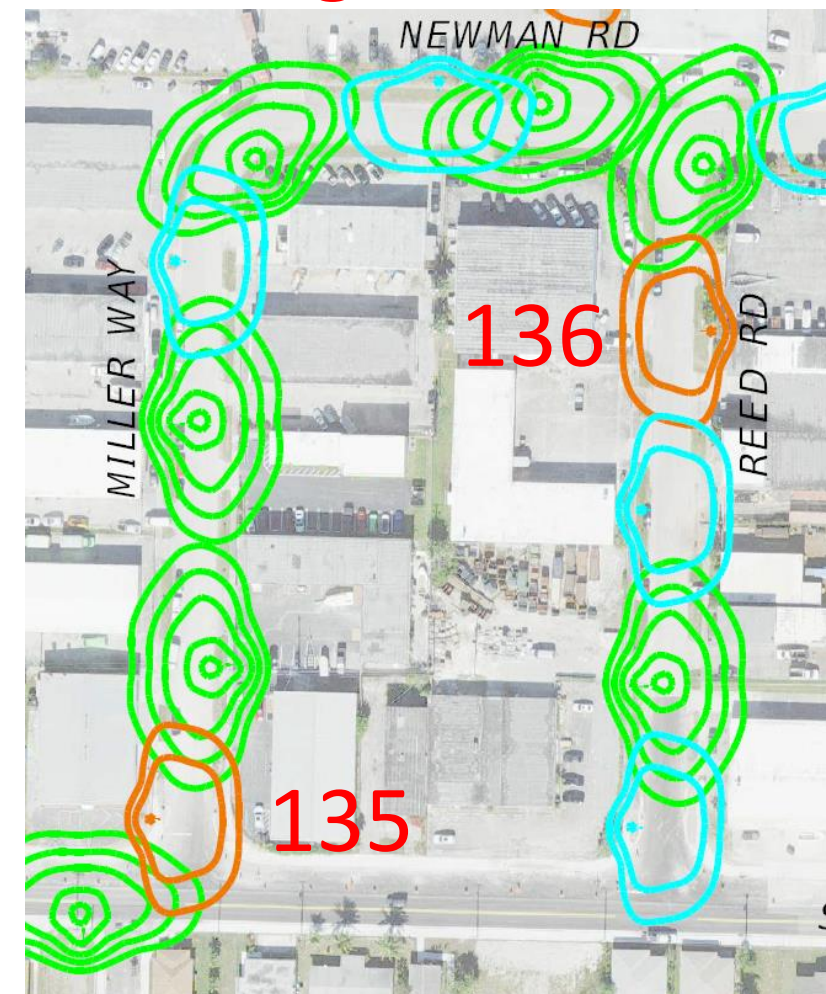
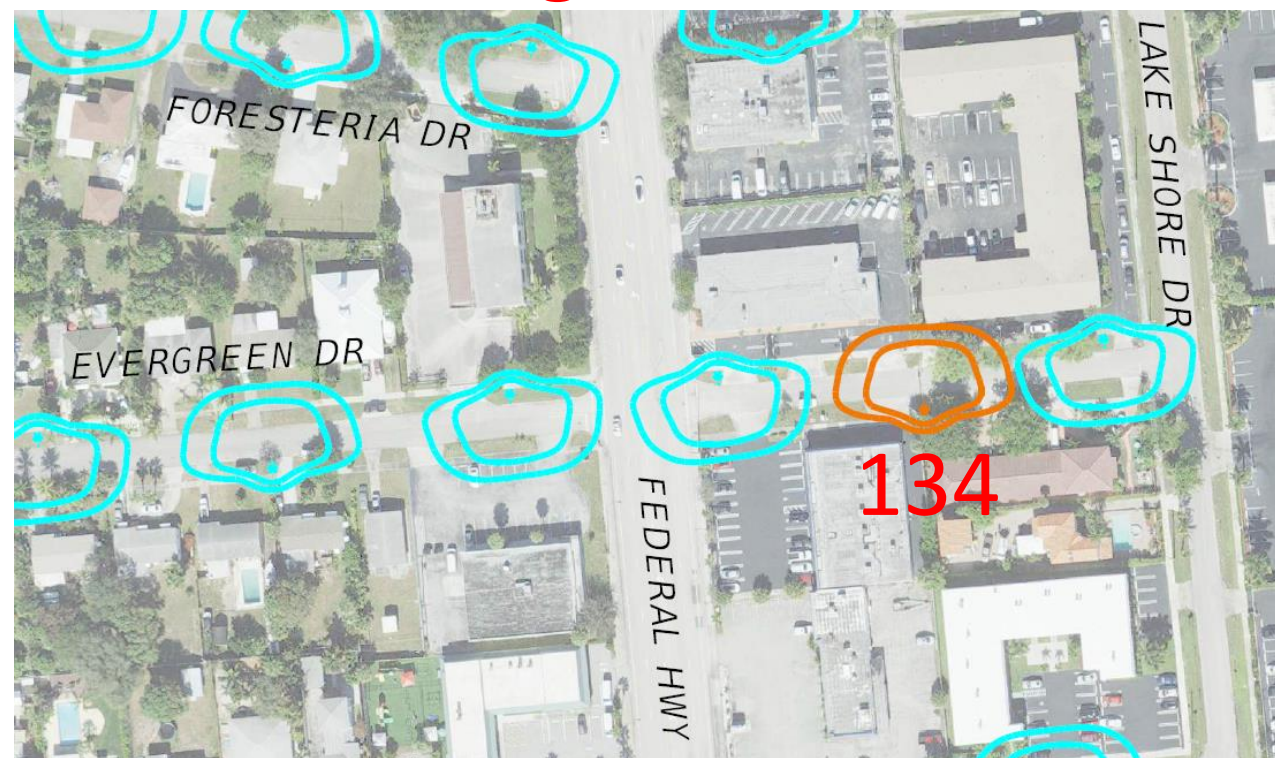
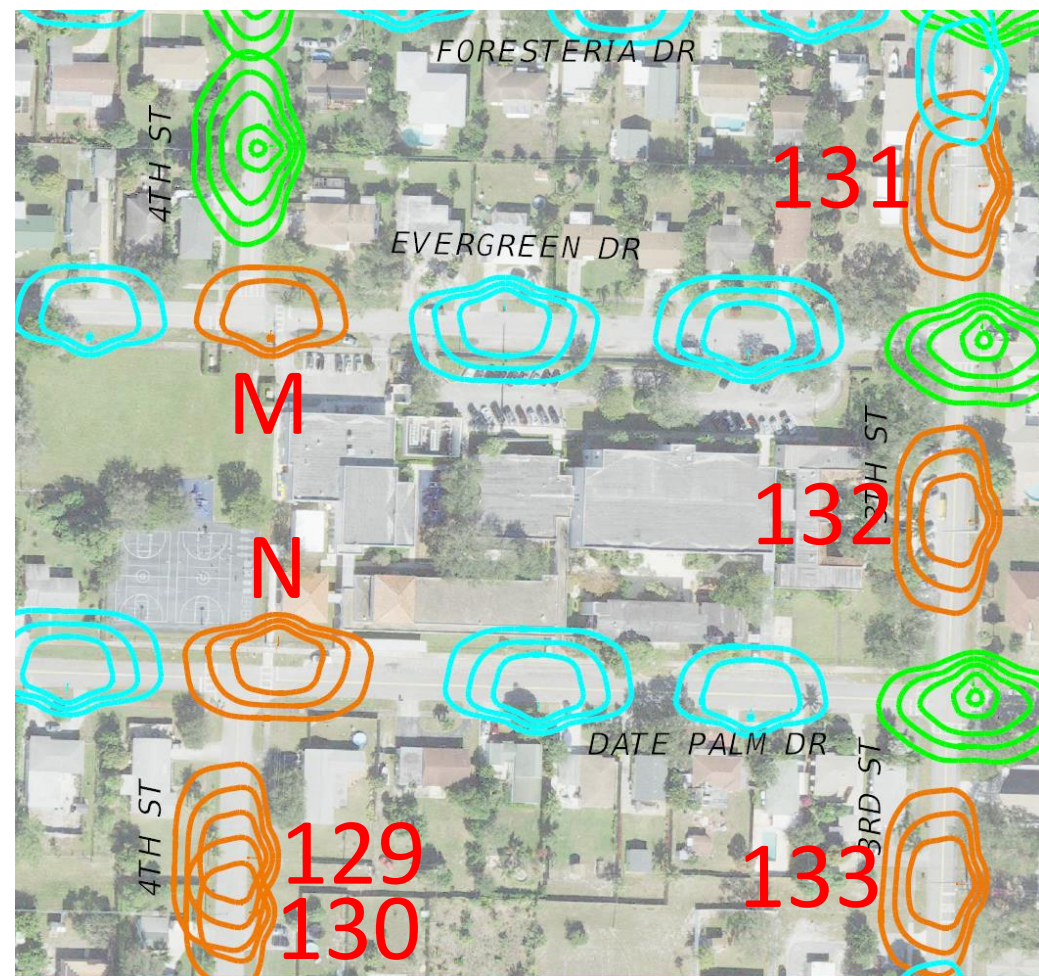
AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
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Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403	
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA		
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☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ ————— Item 8.

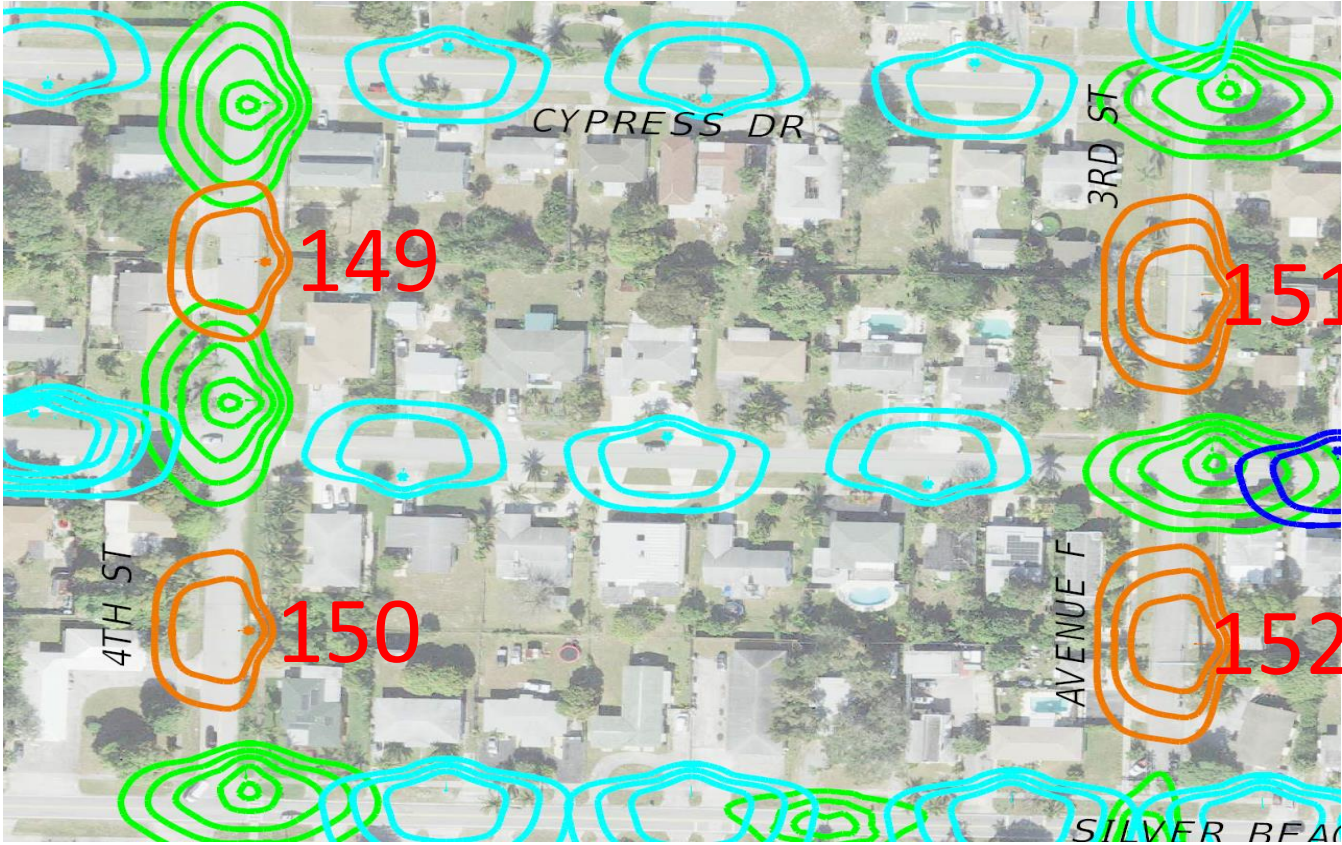
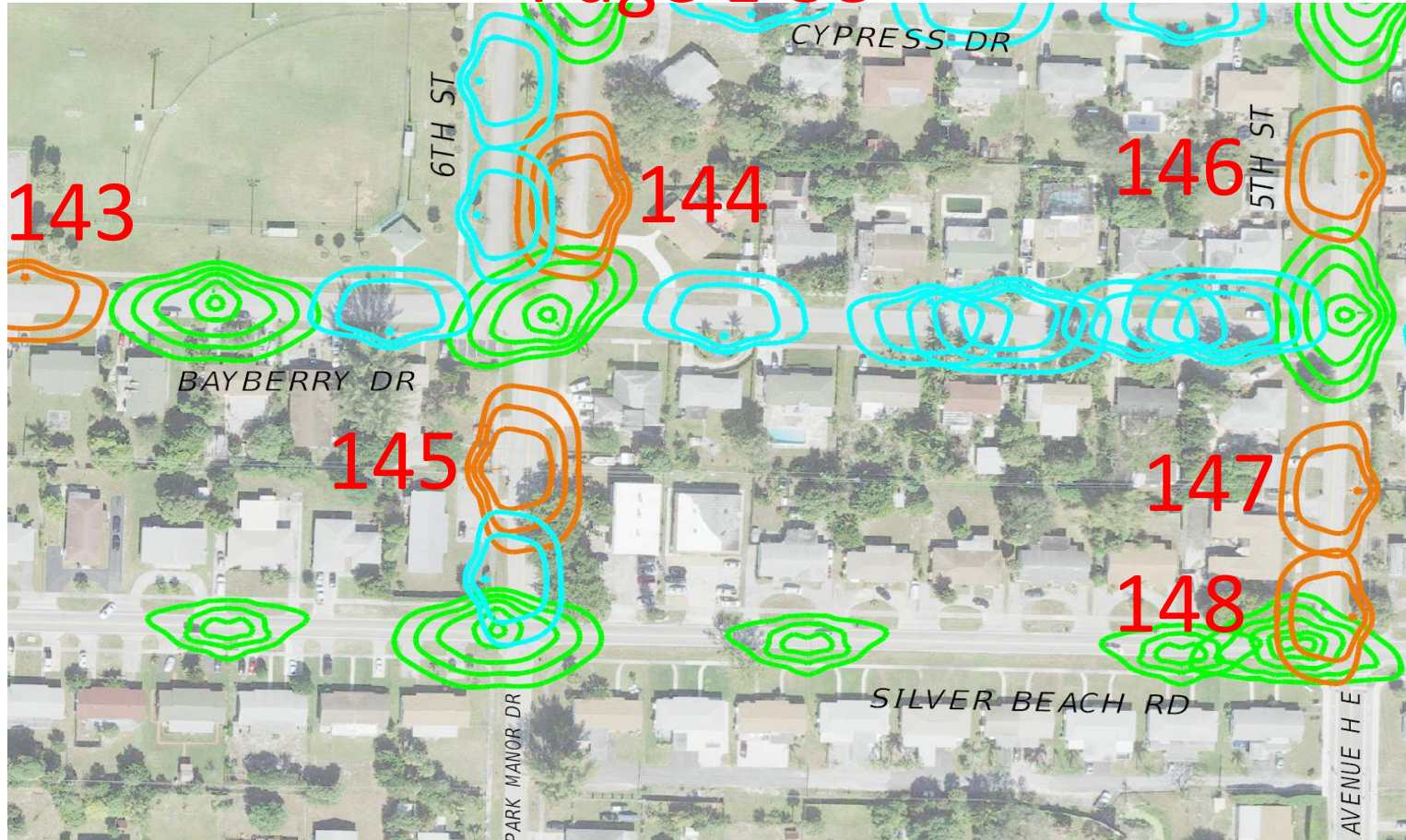
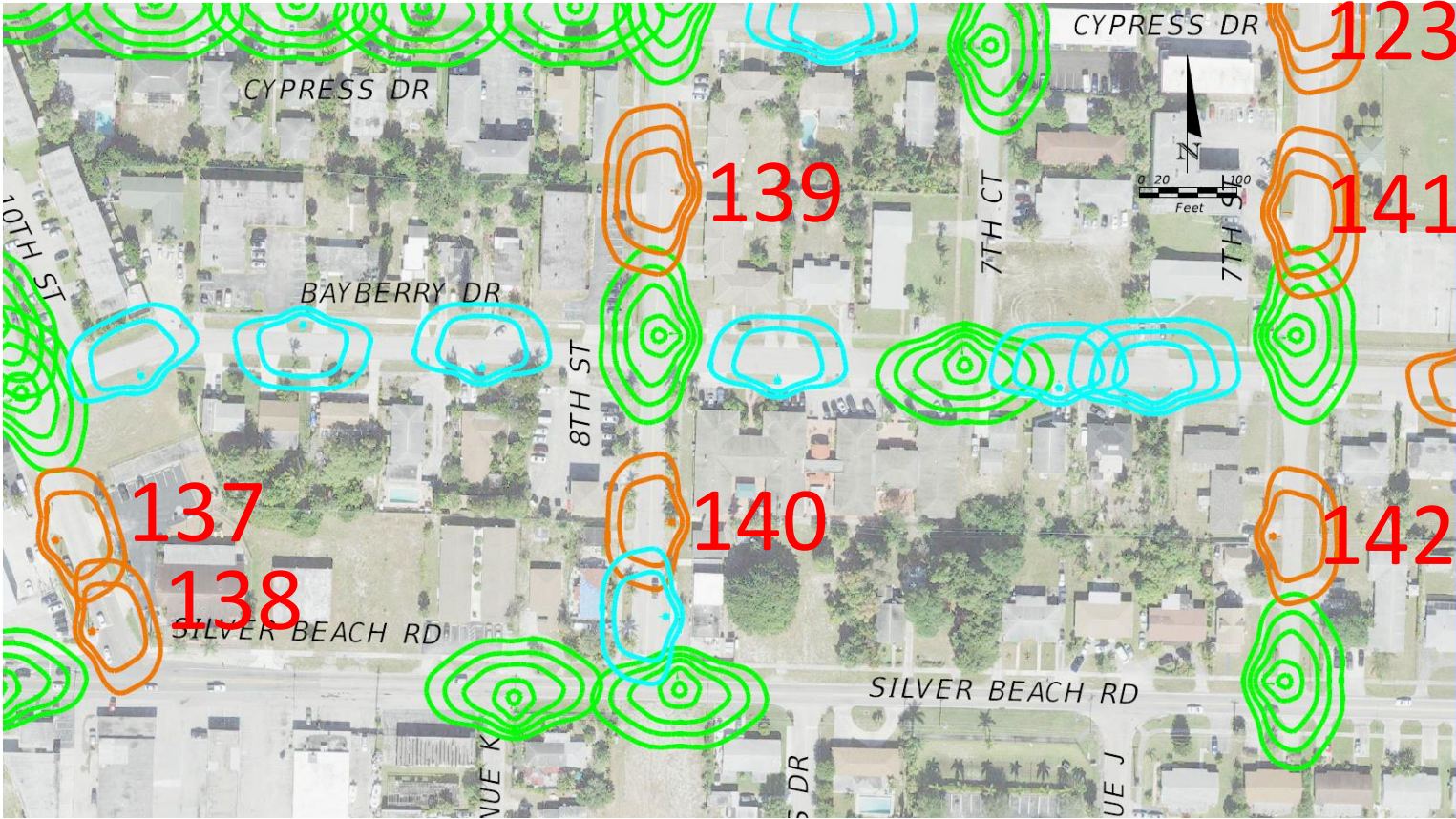




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FOREMAN'S SIGNATURE _____ DATE _____				FOREMAN'S SIGNATURE _____ DATE _____				SUPERVISOR'S SIGNATURE _____ DATE _____				INITIALS _____ CERT. DATE _____	
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	WMD	RR Xing	DR. Dist.	Transm.									
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						Telephone Co. Job No. _____		Drawn by: ML Check by: Dwg No. 39 OF 42					
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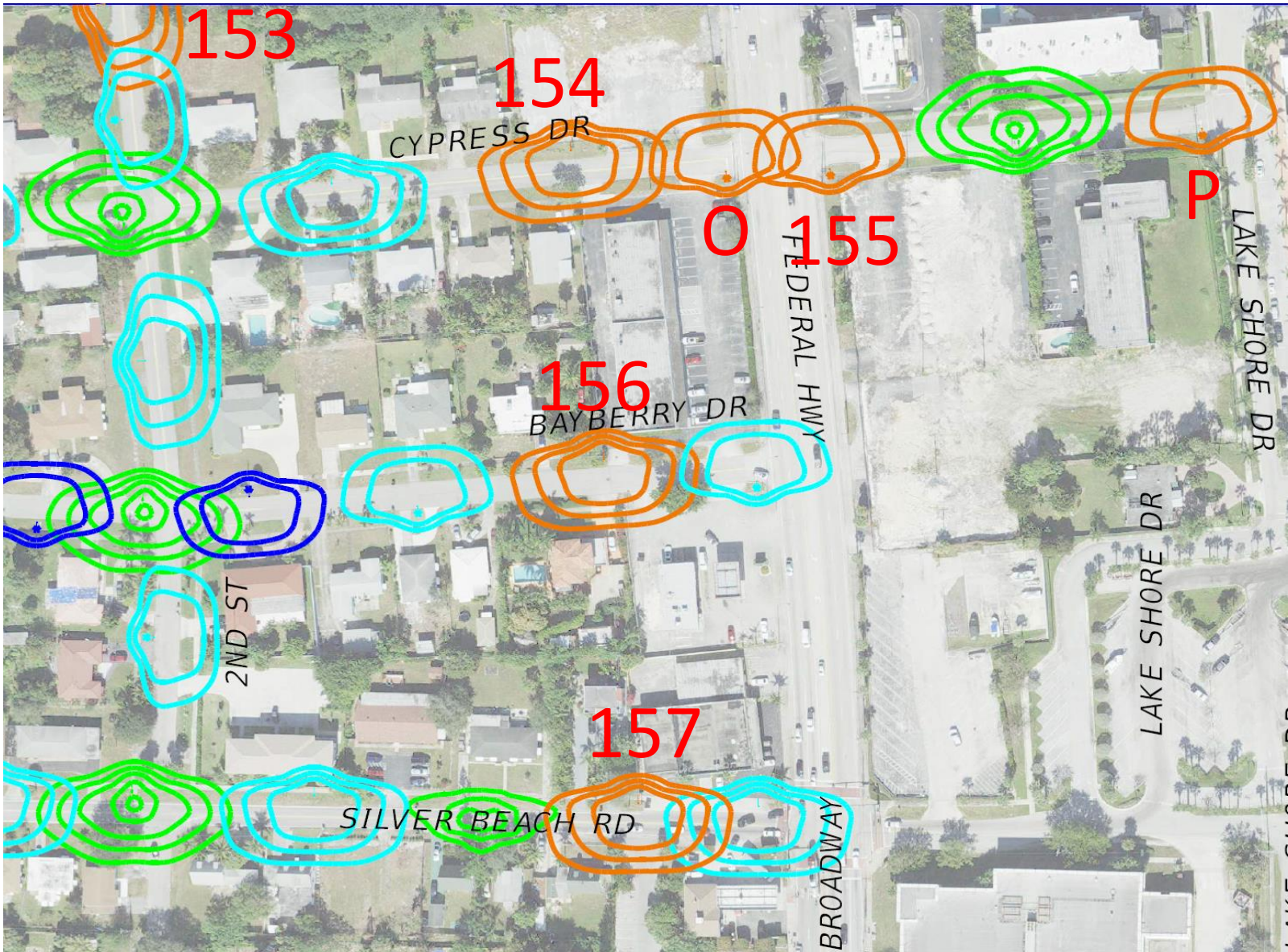


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	WMD	RR Xing	DR. Dist.	Transm.			
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FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		<div>FPL</div> <div>Town of Lake Park - Dist Poles</div> <div>INSTALL 157 Lights</div> <div>V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403</div>	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
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Page L-40



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FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____			
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				FPL				Town of Lake Park - Dist Poles INSTALL 157 Lights V/O Between Northlake Blvd & Silver Beach Rd, & Old Dixie Hwy and Lake Shore Dr, Lake Park, FL 33403															
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																							
PERMIT REQ'D		City		County Rd.		County Air		State Road		FAA																					
		WMD		RR Xing		DR. Dist.		Transm.																							
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Tele. Attachment Per _____				Designed by: Melissa Leyva				Date: 11/11/24											
												Telephone Co. Job No. _____				Drawn by: ML				Check by: _____				Dwg No. 42 OF 42							
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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 20, 2024

Agenda Item No. _____

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute a Grant Agreement Amendment between the State of Florida, Department of Environmental Protection and the Town of Lake Park for a Performance Period Time Extension for the Vulnerability Assessment Up-Date.

- [] SPECIAL PRESENTATION/REPORTS [x] **CONSENT AGENDA**
 [] BOARD APPOINTMENT [] OLD BUSINESS
 [] PUBLIC HEARING ORDINANCE ON ____ READING
 [] NEW BUSINESS
 [] OTHER: _____

Approved by Assistant Town Manager

Bambi

McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, email=Assistant Town Manager/Human Resources Director,
 email=btturner@lakeparkflorida.gov, c=US
 Date: 2024.11.15 10:26:24 -05'00'

John Wille -- Capital Projects Manager

Name/Title

Originating Department: Public Works	Costs: N/A Funding Source: Acct. # N/A [] Finance _____	Attachments: 1. Resolution 2. Grant Amendment # 24PLN36
Advertised: Date: Paper: [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes, I have notified everyone_____ OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

Background:

The State of Florida Legislature recognizes that the state is particularly vulnerable to adverse impacts from flooding resulting from increases in frequency and duration of rainfall events, storm surge from more frequent and severe weather systems, and sea level rise. Such

adverse impacts pose economic, social, environmental and public health and safety challenges to the state. To most effectively address these challenges, funding should be allocated in a manner that prioritizes addressing the most significant risks.

The Legislature further recognizes that the adverse impacts of flooding and sea level rise affect coastal and inland communities all across the state. Consequently, a coordinated approach is necessary to maximize the benefit of efforts to address such impacts and to improve the state's resilience to flooding and sea level rise.

The Legislature further recognizes that to effectively and efficiently address and prepare for the adverse impacts of flooding and sea level rise in the state, it is necessary to conduct a comprehensive statewide assessment of the specific risks posed to the state by flooding and sea level rise and develop a statewide coordinated approach to addressing such risks.

The Florida Department of Environmental Protection (FDEP) will use the submitted vulnerability assessment information to conduct a comprehensive statewide flooding and sea level rise vulnerability assessment that will identify inland and coastal infrastructure, geographic areas, and communities in the state that are vulnerable to flooding and sea level rise and the associated risks.

The Department shall update the comprehensive statewide flood vulnerability and sea level rise data set and assessment every five (5) years.

The Town of Lake Park had previously completed and submitted the Vulnerability Assessment and the Town is now required to up-date the assessment and submit it to FDEP.

The Town's Vulnerability Assessment (VA) had previously been updated, however the State amended the future projection data set that the assessment shall be based on and comply with so the Town is required to revise the VA report to comply with the new projection data.

The amended VA report will require additional preparation time as the inclusion of the new data will require new modeling and analysis. The Town is requesting an extension to the performance time for this VA work.

The Town would like to take advantage of this time extension to complete the work required for the vulnerability assessment work and therefore, town staff recommends signing of this time extension amendment.

Recommended Motion: I move to adopt Resolution No. _____

RESOLUTION NO. 105-11-24**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT AMENDMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A PERFORMANCE PERIOD TIME EXTENSION FOR THE PREPARATION OF A FLOODING AND SEA LEVEL RISE VULNERABILITY ASSESSMENT REPORT; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

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

WHEREAS, the Legislature of the State of Florida recognizes that to effectively and efficiently address and prepare for the adverse impacts of flooding and sea level rise in the state, it is necessary to conduct a comprehensive statewide assessment of the specific risks posed to the state by flooding and sea level rise and develop a statewide coordinated approach to addressing such risks, and

WHEREAS, in the Florida Department of Environmental Protection will act at the direction of the Legislature in the procurement of the flood and sea level rise vulnerability assessment information from state municipalities and other relevant agencies and the analysis of all data for a overall statewide vulnerability assessment; this VA information shall be updated every 5 years, and

WHEREAS, the Town of Lake Park had previously prepared and submitted to FDEP the town's vulnerability assessment report and is now engaged in preparing an Up-Dated VA Report, and

WHEREAS, with the town was awarded grant to provide funding for the work associated with the preparation of the "up-dated" vulnerability assessment report and the grant included a performance period completion date with task milestone completion dates, and

WHEREAS, the Town has requested and has been granted a modification and extension to the task milestone completion dates, and

WHEREAS, the Division granted and has issued the performance period extension and has issued an agreement amendment for Town signature that modifies and extends the task milestone completion dates, and

Item 9.

WHEREAS, Town staff is recommending to Town Commission that it is in the interest of the Town to execute this Grant Agreement Amendment (Grant # 24PLN36)) with the Department.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein

Section 2. The Mayor is hereby authorized and directed to execute the agreement amendment between the Town and State of Florida Department of Environmental Protection.

Section 3. This Resolution shall take effect upon adoption

**AMENDMENT NO. 1
TO AGREEMENT NO. 24PLN36
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TOWN OF LAKE PARK**

This Amendment to Agreement No. 24PLN36 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Town of Lake Park (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Town of Lake Park Comprehensive Vulnerability Assessment Update (Project), effective March 21, 2024; and,

WHEREAS, the Grantee has requested an update to Attachment 3 to change the Task due dates; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 4, Attachment 5, Attachment 6, Exhibit A, Exhibit H, and Exhibit I following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Attachment 1, Standard Terms and Conditions is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
2. Attachment 2, Special Terms and Conditions is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
3. Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.
4. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.
5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.
6. Attachment 6, Program Specific Requirements is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.
7. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.

8. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, as attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H, shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.
9. Exhibit I, Vulnerability Assessment Compliance Checklist Certification, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised Vulnerability Assessment Checklist Link, as attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I, shall hereinafter refer to Exhibit I-1, Revised Vulnerability Assessment Checklist Link.
10. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

TOWN OF LAKE PARK

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

John D'Agostino, Town Manager
Print Name and Title

Alex Reed, Director
Print Name and Title

Date: _____

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (4 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (7 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised VA Checklist Link (1 page)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

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4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

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does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. **Payment.**

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 24PLN36**

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Lake Park Comprehensive Vulnerability Assessment Update. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 24PLN36**

ATTACHMENT 3-B

PROJECT TITLE: Town of Lake Park Comprehensive Vulnerability Assessment Update

PROJECT LOCATION: The Project is located in the Town of Lake Park within Palm Beach County, Florida.

PROJECT DESCRIPTION:

The Town of Lake Park (Grantee) will complete the Town of Lake Park Comprehensive Vulnerability Assessment Update Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.).

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **2.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **2.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and

DEP Agreement No.: 24PLN36

Page 1 of 4

- **2.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 3: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **3.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **3.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 4: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **4.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **4.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 5: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **5.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **5.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list

of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;

- **5.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **5.4** A signed Vulnerability Assessment Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance

amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No-Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Acquire Background Data	Contractual Services	\$2,032	\$0	\$2,032	7/1/2023	3/31/2025
3	Exposure Analysis	Contractual Services	\$4,064	\$0	\$4,064	7/1/2023	6/30/2025
4	Sensitivity Analysis	Contractual Services	\$4,064	\$0	\$4,064	7/1/2023	9/30/2025
5	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$10,160	\$0	\$10,160	7/1/2023	3/31/2026
Total:			\$20,320	\$0	\$20,320		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements**

Item 9.

Attachment 4-A

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5-A

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Program	\$20,320.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$20,320.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN36

Project Title: Town of Lake Park Comprehensive Vulnerability Assessment Update

Grantee: Town of Lake Park

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I-1**

REVISED VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Originating Department: Finance Department

Agenda Title: Fiscal Year End 2023/2024 Budget Adjustments

Approved by Town Manager:

Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake
Park, ou=Assistant Town Manager/Human Resources
Director, email=btturner@lakeparkflorida.gov, c=US
Date: 2024.11.15 14:32:31 -05'00'

Cost of Item: \$0.00 **Funding Source:** Various

Account Number: Various **Finance Signature:** Jeff

DaSilva

Digitally signed by Jeff DaSilva
DN: cn=Jeff DaSilva, o=Town of
Lake Park, ou=Finance
Department,
email=jdsilva@lakeparkflorida.
gov, c=US
Date: 2024.11.15 14:16:27 -05'00'

Advertised:

Date: N/A **Newspaper:**

Attachments: Resolution

Attachment "A" – Amended Budget Adjustments

Please initial one:

☐ Yes, I have notified everyone.

☒ X Not applicable in this case.

Summary Explanation/Background:

Fiscal Year End 2023/2024 budget is being amended to include additional revenue and expenditures. The adjustments are attached. The General Fund has a total budget decrease of \$1,167,385 to Revenue and Expenditures. Streets & Roads has a total budget decrease of \$141,900 to Revenue and Expenditures. The Marina Fund has a total budget decrease of \$1,200,000 to Revenue and Expenditures. The Stormwater Fund has a total budget decrease of \$493,310 to Revenue and Expenditures. The Sanitation Fund has a total budget decrease of \$354,012 to Revenue and Expenditures. The CRA Fund has a total budget increase of \$285,000 to Revenue and Expenditures. This fiscal year resolution creates the budget adjustments needed.

Recommended Motion:

The staff recommends adjusting the following revenue/expenditure items:

I move to adopt Resolution ___11-24.

RESOLUTION NO. 106-11-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2023-2024 AS PREVIOUSLY ADOPTED BY RESOLUTION NO. 76-09-23; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2023 and ending September 30, 2024; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 75-09-23 a final millage rate for the Fiscal Year 2023-2024; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2023-2024, which was adopted by Resolution No. 02-01-24.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK FLORIDA:

Section 1. The whereas clauses are true and correct and are supported herein.

Section 2. An amended budget of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Attachment “A”. An amended budget of the Town of Lake Park Streets & Roads Fund is hereby approved and adopted as set forth in the attached Attachment “A”. An amended budget of the Town of Lake Park Marina Fund is hereby approved and adopted as set forth in the attached Attachment “A”. An amended budget for the Town of Lake Park Stormwater Fund is hereby approved and adopted as set forth in the attached Attachment “A”. An amended budget for the Town of Lake Park Sanitation Fund is hereby approved and adopted as set forth in the attached Attachment “A”.

Section 3. The Annual Budget establishes limitations on expenditures by fund and by department within funds, and the total appropriation of each fund may not be increased or decreased without specific authorization by a duly enacted resolution effecting such amendment or transfer. However, specific activity and department amounts may be exceeded upon authorization of the Town Manager so long as excesses exist in other activities within said fund budget. Notwithstanding the forgoing, the Town Commission shall approve by resolution the transfer of all appropriations in excess of \$10,000 and all transfers from the Town’s Unassigned Fund Balance Account or the Town’s Contingency Account.

Section 4. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 6. This resolution shall take effect immediately upon adoption.



Town of Lake Park

Fiscal Year 2023/2024 Final Budget Adjustment

Account Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
Fund: 001 - General Fund					
Revenue					
001-311.100	Ad Valorem Taxes	60,000			
001-314.100	Utility Tax - Electric		-30,000		
001-314.300	Utility Tax - Water		-15,000		
001-315.100	Communications Service Tax		-20,000		
001-316.100	Business Tax Receipts	27,000			
001-322.101	Building Permits-250K-1M	170,000			
001-322.900	Cost Recovery		-11,300		
001-323.100	Franchise Fees - Electric		-70,000		
001-323.700	Franchise Fees - Solid Waste	20,000			
001-324.320	Mobility Fee - Commercial	40,000			
001-331.100	American Rescue Plan Funds		-300,000		
001-331.500	FEMA/State Hurricane Relief	25,000			
001-335.120	State Revenue Sharing		-40,000		
001-335.180	Half Cent Sales Tax		-100,000		
001-342.510	Plan Review Fees Code Sec 33-7	7,600			
001-347.200	Recreation - Summer Camp Fees	10,000			
001-354.110	Code Violations - Admin Cost	11,000			
001-361.100	Interest Earnings	170,000			
001-369.100	Miscellaneous Revenue	35,000			
001-381.401	Transfer from Marina		-960,272		
001-399.999	Balance Brought Forward		-196,413		
Expense					
001-511-100-11000	Executive Salaries			2,100	
001-511-100-21000	FICA			250	
001-511-100-23150	Opt-Out Payment			900	
001-511-100-40000	Travel & Training				-2,100
001-511-100-41200	Postage & Shipping				-1,150
001-512-104-11000	Executive Salaries			25,000	
001-512-104-12000	Regular Salaries			2,000	
001-512-104-14000	Overtime Salaries			400	
001-512-104-22000	Retirement			3,400	
001-512-104-23100	Health Insurance				-1,600
001-512-104-31000	Professional Services			15,000	
001-512-104-48000	Promotional Activity			1,500	
001-512-104-52100	Gasoline & Diesel Fuel			100	
001-512-104-54200	Memberships, Dues, & Subscription			5,000	
001-512-105-11000	Executive Salaries			39,000	
001-512-105-12000	Regular Salaries			5,000	
001-512-105-22000	Retirement			2,000	
001-512-105-22100	Town Retirement Matching			1,300	
001-512-105-23100	Health Insurance			6,300	
001-512-105-23150	Opt-Out Payment				-1,300
001-512-105-34000	Contractual Services				-6,200
001-512-105-40000	Travel & Training			2,000	
001-512-105-48100	Advertising			4,500	
001-512-105-51000	Office Supplies				-700
001-512-106-11000	Executive Salaries			1,500	



Town of Lake Park

Fiscal Year 2023/2024 Final Budget Adjustment

Account Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
001-512-106-12000	Regular Salaries			12,500	
001-512-106-21000	FICA			1,000	
001-512-106-22000	Retirement			700	
001-512-106-23100	Health Insurance			4,300	
001-512-106-31000	Professional Services				-9,500
001-512-106-33000	Accounting, Audit & Elections			4,500	
001-512-106-34000	Contractual Services			1,500	
001-512-106-49300	Computer Software				-15,000
001-512-109-11000	Executive Salaries			30,000	
001-512-109-12000	Regular Salaries			1,000	
001-512-109-21000	FICA			2,000	
001-512-109-22000	Retirement			2,000	
001-512-109-23100	Health Insurance				-24,000
001-512-109-23150	Opt-Out Payment			4,800	
001-512-109-34000	Contractual Services				-11,000
001-512-109-40000	Travel & Training				-6,000
001-512-109-41200	Postage & Shipping				-1,000
001-512-109-48000	Promotional Activity				-12,000
001-512-109-48100	Advertising				
001-512-110-11000	Executive Salaries			22,000	
001-512-110-12000	Regular Salaries				-27,000
001-512-110-22000	Retirement			1,600	
001-512-110-22100	Town Retirement Matching			500	
001-512-110-23100	Health Insurance				-5,600
001-512-110-31000	Professional Services - Adm IT				-32,400
001-512-110-34000	Contractual Services			1,000	
001-512-110-40000	Travel & Training				-3,800
001-512-110-41100	Telephone			3,700	
001-512-110-46100	Equipment Maintenance Contract			1,900	
001-512-110-49303	Software - Administration				-14,500
001-512-110-49306	Software - Finance				-2,000
001-512-110-52000	Operating Supplies				-16,000
001-513-150-11000	Executive Salaries				-20,000
001-513-150-12000	Regular Salaries				-15,000
001-513-150-21000	FICA				-4,000
001-513-150-22000	Retirement				-13,000
001-513-150-23100	Health Insurance				-14,000
001-513-150-23150	Opt-Out Payment				-1,900
001-513-150-31000	Professional Services			1,500	
001-513-150-33000	Accounting & Auditing			3,000	
001-513-150-34000	Contractual Services			66,000	
001-513-150-40000	Travel & Training				-4,700
001-513-150-47000	Printing				-1,900
001-513-150-49600	Bank Charges / Admin Fees			10,700	
001-513-150-51000	Office Supplies				-1,300
001-513-150-54200	Memberships, Dues, & Subscriptions				-900
001-514-108-31100	Professional Svc - Town Attorney			7,000	
001-514-108-31101	Professional Svc - Other Legal			800	
001-521-200-43500	Shot Spotter-Gunshot Detection System				-100
001-524-500-11000	Executive Salaries			31,700	
001-524-500-12000	Regular Salaries			2,700	
001-524-500-14000	Overtime Salaries				-2,200
001-524-500-21000	FICA				-500
001-524-500-24000	Worker's Compensation Insurance				-3,500
001-524-500-25100	Unemployment Compensation			3,500	



Town of Lake Park

Fiscal Year 2023/2024 Final Budget Adjustment

Account Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
001-524-500-26000	Mileage Reimbursement				
001-524-500-31000	Professional Services				
001-524-500-34000	Contractual Services			62,000	
001-524-500-34200	Contractual Svc - Cost Recovery				-11,300
001-524-500-34300	Contractual Svc-Code Abatements			9,600	
001-524-500-34920	Legal Advertising				-1,800
001-524-500-40000	Travel & Training				-1,800
001-524-500-41100	Telephone				-2,000
001-524-500-41200	Postage & Shipping			5,000	
001-524-500-47000	Printing			1,100	
001-524-500-48100	Advertising				-1,100
001-524-500-51000	Office Supplies - Bldg			600	
001-525-250-34050	Other Contract Services - Debris			360	
001-525-250-52000	Operating Supplies				-250
001-530-400-11000	Executive Salaries			15,000	
001-530-400-12000	Regular Salaries			18,000	
001-530-400-13000	Other & Part Time Salaries			2,000	
001-530-400-22000	Retirement				-30,000
001-530-400-22100	Town Retirement Matching				-13,400
001-530-400-23100	Health Insurance			2,600	0
001-530-400-23150	Opt-Out Payment				-6,000
001-571-700-11000	Executive Salaries			1,600	
001-571-700-12000	Regular Salaries			4,200	
001-571-700-22000	Retirement				-4,200
001-571-700-23100	Health Insurance				-2,600
001-571-700-46100	Equipment Maintenance Contract			4,600	
001-571-700-56000	Library Materials				-4,600
001-572-406-12000	Regular Salaries				-4,600
001-572-406-23100	Health Insurance				-24,600
001-572-406-23150	Opt-Out Pay			4,600	
001-572-406-34000	Contractual Services			9,000	
001-572-406-52000	Operating Supplies			13,000	
001-572-406-52100	Gasoline & Diesel Fuel			2,600	
001-572-600-12000	Regular Salaries			5,000	
001-572-600-13000	Other & Part Time Salaries			9,000	
001-572-600-14000	Overtime Salaries				-5,000
001-572-600-22000	Retirement				-4,400
001-572-600-23100	Health Insurance				-11,800
001-572-600-23150	Opt-Out Payment			3,000	
001-572-600-34000	Contractual Services			4,000	
001-572-600-40000	Travel & Training			1,500	
001-572-600-41100	Telephone			1,800	
001-572-600-43000	Utilities				-11,800
001-572-600-43250	Garbage & Trash				-1,400
001-572-600-44200	Equipment Leases				-1,400
001-572-600-47000	Printing			4,300	
001-572-600-48046	Sunset Celebration			50,000	
001-572-600-48056	Promotional-Easter Egg Hunt			1,500	
001-572-600-48057	Veteran's Day Event			2,900	
001-572-600-48058	Centennial Celebration			25,000	
001-572-600-52000	Operating Supplies			2,800	
001-572-600-52200	Small Tools & Others			5,000	
001-572-600-57220	Program Exp - Summer Camp				-1,000
001-572-600-57235	Sponsored Event Expense			2,000	
001-572-600-57245	Back to School Extravaganza				-1,000



Town of Lake Park

Fiscal Year 2023/2024 Final Budget Adjustment

Account Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
001-572-600-57250	After School - Youth Activities Program				-5,000
001-589-900-12600	Wage Adjustment 1				-24,217
001-589-900-31000	Professional Services				-582,400
001-589-900-45000	Insurance				-28,000
001-589-900-52700	American Rescue Plan Expense			40,500	
001-589-900-71000	Principal - Series 2009				-12,500
001-589-900-99901	Contingency				-91,200
001-589-900-99907	Transfer to Fund Balance				-719,778
001-591-410-12000	Regular Salaries			1,800	
001-591-410-14000	Overtime Salaries				-2,500
001-591-410-24000	Worker's Compensation Insurance				-1,100
001-591-410-34000	Contractual Services				-6,600
001-591-410-40000	Travel & Training				-1,900
001-591-410-44200	Equipment Leases			48,500	
001-591-410-46000	Repair & Maintenance				-2,800
001-591-410-46300	Vehicle Parts & Supplies			4,800	
001-591-410-52000	Operating Supplies			3,700	
001-591-410-52100	Gasoline & Diesel Fuel				-1,100
001-597-408-12000	Regular Salaries			3,700	
001-597-408-14000	Overtime Salaries				
001-597-408-15000	Special Pay				-1,500
001-597-408-31000	Professional Services			650	
001-597-408-34000	Contractual Services				-19,800
001-597-408-43000	Utilities			7,500	
001-597-408-43250	Garbage & Trash			19,800	
001-597-408-44100	Rentals				-1,000
001-597-408-46000	Repair & Maintenance			3,000	
001-597-408-49400	Uniforms & Clothing				-1,850
001-597-408-52000	Operating Supplies			11,000	

Account Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
Fund: 190 - Streets and Roads Fund					
190-312.410	Local Option Gas Tax		-22,000		
190-312.420	New Local Option Gas Tax		-9,900		
190-335.122	State Revenue Sharing (Fuel Tax)		-23,000		
190-369.100	Miscellaneous Revenue	18,000			
190-399.999	Balance Carryforward		-105,000		
190-541-190-12000	Regular Salaries				-116,100
190-541-190-31000	Professional Services				-82,600
190-541-190-34000	Contractual Services			300	
190-541-190-43000	Utilities - Electric			43,000	
190-541-190-44200	Equipment Leases			11,000	
190-541-190-46300	Vehicle Parts & Supplies			2,500	

Fund: 401 - Marina Fund



Town of Lake Park

Fiscal Year 2023/2024 Final Budget Adjustment

Account Number	Description		Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
Revenue						
401-369.200	P3 Revenue			-1,200,000		

Expense						
401-579-800-12000	Regular Salaries					-74,000
401-579-800-23100	Health Insurance					-2,010
401-579-800-52120	Diesel Fuel					-71,990
401-579-800-71000	Principal					-92,000
401-579-800-99110	Transfer to General Fund					-960,000

Account Number	Description		Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
Fund: 402 - Stormwater						
Revenue						
402-363.120	Stormwater Assessments			-126,000		
402-399.999	Balance Brought Forward			-367,310		
Expense						
402-538-402-12000	Regular Salaries					-60,000
402-538-402-23100	Health Insurance					-16,310
402-538-402-46000	Repairs & Maintenance					-163,000
402-538-402-64100	Machinery & Equipment					-100,000
402-538-402-71000	Principal					-154,000

Fund: 404 - Sanitation Fund

Revenue						
404-343.410	Commercial Assessment - SWA		67,000			
404-343.420	Commercial User Fees - TLP			-130,000		
404-343.500	Residential Assessments - SWA			-283,000		
404-361.100	Interest Earnings		20,000			
404-369.300	Locking Device Proceeds		1,100			
404-369.400	Service Reinstatement Fees		1,650			
404-399.999	Balance Brought Forward			-30,762		
Expense						
404-534-404-12000	Regular Salaries					-198,000
404-534-404-23100	Health Insurance					-65,000
404-534-404-34000	Contractual Services				469,000	
404-534-404-45000	Insurance					-29,000
404-534-404-46000	Repair & Maintenance					-62,709
404-534-404-46300	Vehicle Parts & Supplies					-74,000
404-534-404-52100	Gasoline & Diesel Fuel					-17,303
404-534-404-52400	Containers					-44,000
404-534-404-71000	Principal					-294,000
404-534-404-72000	Interest					-39,000



Town of Lake Park

Fiscal Year 2023/2024 Final Budget Adjustment

Account Number	Description		Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense

Fund: 110 - Community Redevelopment Agency

Revenue						
110-399.999	Balance Brought Forward		285,000			



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: Re-appointment of Gillian Kennedy Wright to the Tree Board

- ☐ SPECIAL PRESENTATION/REPORTS ☐ CONSENT AGENDA
☒ BOARD APPOINTMENT ☐ OLD BUSINESS
☐ PUBLIC HEARING ORDINANCE ON _____ READING
☐ NEW BUSINESS
☐ OTHER: _____

Bambi

Approved by Town Manager

McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of
 Lake Park, ou=Assistant Town Manager/Human
 Resources Director,
 email=btturner@lakeparkflorida.gov, c=US
 Date: 2024.11.04 10:32:37 -05'00'

Laura Weidgans, Deputy Town Clerk

Name/Title

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Board Member Application Commission Nomination
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case LW Please initial one.

Summary: Gillian Kennedy Wright has submitted an application for re-appointment to the Tree Board. Commissioner Taylor has nominated her for re-appointment to the Board.



The Town of Lake Park

Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents, and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified when your nomination to be on a board has been made.

Please print the following information:

Name: KENNEDY WRIGHT GILLIAN ALLISON
 Last First Middle

Address: 926 ORANGE DRIVE, LAKE PARK, FL 33403

Birthday: Month: 10 Day: 15

Telephone: home _____ work _____ cell 561-236-5101

E-Mail Address KENNEDY WRIGHT DESIGNS @ GMAIL . COM

	Yes	No
Are you a resident of Lake Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you a non-resident business owner in Lake Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you a registered voter (Response to this question is not mandatory)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently serve on a Town Board or Committee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If so, which one(s): <u>TREE BOARD</u>		
Have you been convicted of a crime	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so, when? _____ where? _____		

Please indicate your preference by number "1" through "3" of which board you wish to serve, with #1 being the most desired and #3 being the least desired.

<u>Active Boards:</u>			
Choice #	Board	Choice #	Board
<input type="checkbox"/>	CRA Board (Community Redevelopment Agency)	<input type="checkbox"/>	Planning & Zoning/ Historic Preservation Board *
<input type="checkbox"/>	Library Board		
<input type="checkbox"/>	Stormwater Policy Steering Committee		
<input type="checkbox"/>	Floodplain Management Committee	<input checked="" type="checkbox"/> <u>1</u>	Tree Board

<u>Inactive Boards:</u>	
Code Compliance	Construction Board of Adjustments & Appeals
Harbor Marina Advisory Board	

Your Name: GILIAN KENNEDY WRIGHT

Please indicate the reason for your interest in your first and second choices:

I enjoyed serving for the past three years and saw the positive impact the Tree board made on the community and like to continue serving/contributing to the board.

Number of Meetings of the above boards you have attended in the past six months: there have not been any meetings.

Your educational background: (High school, College, Graduate School or other training)

Masters in Sports & Recreation Management, BEE in Organizational Management, Associates in Graphic Design, Master Training in Landscape Organization/Design.

What is/was your profession or occupation: ARTIST & TEACHER

How long: 24 years

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: MASTER GARDENER, MASTERS

TRAINING IN LANDSCAPE ARCHITECTURE

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: I have run a series of community

based events with the City of WPB and the Cultural Council for Palm Beach County. My master gardener project is an ongoing project.

Feel free to attach additional sheets if necessary. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:

Signature: Kennedy Wright Date: 11/3/2024



Re: Tree Board Member Application

From Mary Beth Taylor <mtaylor@lakeparkflorida.gov>

Date Mon 11/4/2024 9:52 AM

To Laura Weidgans <lweidgans@lakeparkflorida.gov>

I nominate Gillian Kennedy Wright for re-appointment to the tree board
Sent from my iPad

On Nov 4, 2024, at 9:26 AM, Laura Weidgans <lweidgans@lakeparkflorida.gov> wrote:

Good morning Mayor, Vice-Mayor and Members of the Commission,

The Clerk's Office has received a board member application from Gillian Kennedy Wright for re-appointment to the Tree Board. Please let me know if anyone will be nominating her so I can add it to the next meeting agenda.

If you have any questions regarding this application or the process please contact me.

Sincerely,

Laura J. Weidgans

Deputy Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
561-881-3311

<image001.png>

Please Note: Florida has a very broad public records law. Written communications regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email released in response to a public records request, do not send electronic mail to this entity, instead contact this office by telephone. Section 688.6076 F.S.

<volunteer applicants Letter 2025.pdf>
<Lake Park Tree Board Application 2025.pdf>



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- | | | | |
|-------------------------------------|---------------------------------|--------------------------|----------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORTS | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | BOARD APPOINTMENT | <input type="checkbox"/> | OLD BUSINESS |
| <input checked="" type="checkbox"/> | ORDINANCE ON 1st READING | | |
| <input type="checkbox"/> | NEW BUSINESS | | |
| <input type="checkbox"/> | OTHER | | |

Bambi

Approved by Town Manager

McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/ Human Resources Director,
email=btturner@lakeparkflorida.gov, c=US
Date: 2024.11.15 13:56:56 -05'00'

Anders Viane / Planner

Name/Title

Originating Department: Community Development	Costs: \$ Legal Review Funding Source: Legal Acct: #001-514-108-31100 <input type="checkbox"/> Finance Jeff DaSilva <small>Digitally signed by Jeff DaSilva DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdsilva@lakeparkflorida.gov, c=US Date: 2024.11.15 12:53:34 -05'00'</small>	Attachments: <ul style="list-style-type: none"> ORDINANCE 08-2024 V2 FSS 316.2065 FSS 316.2128 FSS 316.212 FSS 320.01 PBSO Informational Flier on LSVs Mobility Plan Map Complete Streets from Mobility Plan
Advertised: Date: To be advertised prior to second reading. Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone AV OR Not applicable in this case Please initial one.

Summary Explanation/Background:

July 3, 2024 Meeting

The Commission passed the Ordinance on 1st reading.

August 21, 2024 Meeting

The Commission considered the Ordinance on second reading and provided feedback on sidewalk requirements and on license, registration, and insurance requirements. The Commission also had some discussion on designated roadways for golf carts and low speed vehicles.

September 4, 2024 Meeting

Pursuant to feedback from the Town Commission at the August 21 meeting, staff has further clarified when a golf cart may operate on the sidewalk and noted the license, registration, and insurance requirements for Golf Carts and Low Speed Vehicles is subject to state law.

The Commission did not take formal action on second reading and this is the reason it is coming back on first reading at the November 20, 2024 meeting.

November 6, 2024 Meeting

The Commission requested that staff bring back the Ordinance for approval and that their desire, as previously provided to the Town Manager, is to allow golf carts on all local roads meeting the mile per hour requirements.

November 20, 2024 Meeting

At the Commission's request, this item is being brought back for approval.

ADDITIONAL HISTORY

This ordinance is being brought forward based on the recommendation of Palm Beach County Sheriff's office to formalize procedures relating to golf carts, low speed vehicles, and micromobility devices and in accordance with the Town's Comprehensive Plan mobility policies. Currently, State Statute regulates the device specifications of golf carts, low speed vehicles, and micromobility devices and where they can operate, but Lake Park has not utilized the State's regulatory framework until now. This has meant that these devices were previously operating in a "gray area." To provide greater procedural clarity to our partners in law enforcement and to promote the usage of these types of mobility devices, Staff is proposing adding new language to Chapter 30, Traffic and Motor Vehicles. The new regulatory language mirrors the State's in defining golf carts, low speed vehicles, and micromobility devices and how they may be operated. This ordinance has received input from the Palm Beach County Sheriff's Office as well as the Town Attorney's office on enforcement and legal matters.

Additionally, the ordinance contemplates integration with the Town's mobility plan, specifying which types of vehicles may utilize the multimodal pathways envisioned by the mobility plan. Staff

is strongly in favor of creating this framework for the safe and lawful operation of multimodal transit options in accordance with our mobility plan and comprehensive plan mobility goals. See 4.5.6, Objective 2, Policy 2.5 below:

“The Town shall evaluate developing complete street policies identified in the Mobility Plan into its land development regulations. These land development regulations would address the anticipated users of roads, including pedestrians, bicyclists, transit, motorists. The land development regulations shall evaluate appropriate designs of roadway cross- sections based upon mobility and accessibility needs.”

See also, 4.5.6, Objective 9, Policy 9.4:

“The Town shall evaluate allowing the use of micro transit vehicles, such as golf carts and neighborhood electric vehicles, by residents, businesses, visitors, and private operators.”

Finally, since this ordinance is amending Chapter 30, some housekeeping elements were added to Section 30-35, further refining the definition of “high-capacity passenger van or work van,” in response to issues which arose in the interpretation of this definition. The new definition is designed to eliminate any ambiguity.

2nd Reading Update

Following this ordinance's first reading, updates were made to subsection 30-6. (a), providing a definition for multimodal pathways (also referred to as multimodal ways in the Town's mobility plan), elaborating on their intended use and referring to the definition established for them under the Complete Streets section of the Multimodal Project portion of the mobility plan. Where the mobility plan is referenced, the reference has been updated to specify the October 26, 2023 Revision, which is the adopted version of the 2045 Lake Park Mobility Plan.

Recommended Motion: I MOVE TO APPROVE ORDINANCE 08-2024 on first reading.

ORDINANCE NO. 13-2024

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (Town) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town's Community Development Department has created a new Chapter 30, Article I, Section 30-6 of the Town Code providing for definitions, and regulations pertaining to the operation of low speed vehicles, micromobility devices, motorized scooters, and golf carts within the Town and recommends the adoption of the same; and

WHEREAS, the Community Development Department recommends amendments to Chapter 30, Article II, Section 30-35 of the Town Code to provide for an updated definition for high-capacity passenger van or work van; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2. Chapter 30, Article I, Section 30-6 is hereby created to read as follows:

(...)

Sec. 30-6. Low Speed Vehicles, Micromobility Devices, Motorized Scooters, and Golf Carts.

- (a) Definitions. The following terms when used herein shall have the meanings defined below.

Golf Cart means a motor vehicle as defined in F.S. 320.01 (22), as amended, that is built for operation on golf courses or for traveling short distances that is not capable of exceeding speeds of 20 miles per hour.

Low Speed Vehicle means a motor vehicle as defined in F.S. 320.01, as amended, that is capable of reaching speeds of at least 20 miles per hour, but not greater than 25 miles per hour.

Micromobility Device means any motorized transportation device as defined by F.S. 316.003 (41) made available for private use by reservation through online application or software for point-to-point trips and which is not capable of exceeding speeds of 20 miles per hour. This term shall include motorized scooters.

Motorized Scooter is a type of micromobility device and means any vehicle or micromobility device, as defined by F.S. 316.003 (48), that is powered by a motor, with or without a seat, designed to travel on not more than three wheels, and which is not capable of speeds greater than 20 miles per hour.

Multimodal Pathway or Multimodal Way is a type of shared use path intended to be used by micromobility devices, bikes, and scooters, and in some cases golf carts as identified in the 2045 Lake Park Mobility Plan map and further defined in the graphic of the Complete Streets section under Multimodal Projects.

Right of way means any public or private right of way, town, county, state or federal improved road.

- (b) Operation of Low Speed Vehicles and Golf Carts.

- (1) In accordance with F.S. 316.212 golf carts and low speed vehicles may be operated on private properties and right of ways (except sidewalks unless constructed as an approved multimodal pathway at least 8 feet in width) within the Town of Lake Park subject to the posted speed. Golf carts may be operated within the town's rights of way in accordance with the posted speed

limits not exceeding 25 miles per hour. Low speed vehicles shall be permitted on rights of way with posted speed limits not exceeding 35 miles per hour. Golf carts may be operated on the Town's multi-modal pathways, as established by the October 26, 2023 Revision of the 2045 Lake Park Mobility Plan and where posted signage allows, at speeds not exceeding 15 miles per hour. Low speed vehicles may not be operated on multi-modal pathways.

- (2) All golf carts shall be equipped with headlights, brake lights, turn signals, two round red reflectors of a minimum of three inches in diameter affixed to the rear of the golf cart within six inches of each side edge, and a windshield.
- (3) All low speed vehicles shall be equipped with headlamps, stop lamps, turn signal lamps, taillights, reflectors, parking brakes, mirrors, windshields, seat belts, and VINs.
- (4) All golf carts and low speed vehicles operated within the Town shall comply with applicable state statutes pertaining to the operation of golf carts and low speed vehicles. Any violation of applicable state statutes shall be a violation of this article. Golf cart and low speed vehicles shall comply with all applicable local and state traffic laws and operators may be issued citations or traffic or moving violations.
- (5) Golf carts and low speed vehicles may only be operated by individuals in accordance with state law, including licensing, registration, and insurance. Low speed vehicles may be operated by individuals possessing a valid driver's license. License, registration, and insurance requirements for golf carts and low speed vehicles must be in accordance with state law.

(c) Operation of Micromobility Devices and Motorized Scooters.

- (1) In accordance with F.S. 316.2128, micromobility devices and motorized scooters shall not be required to have a driver's license to operate. Users under 16 years of age are required to wear a helmet. Micromobility devices and motorized scooters shall comply with all the requirements applicable to bicycles established under F.S. 316.2065, except as exempted. Motorized scooters and micromobility devices may be operated within Town limits on sidewalks, bike lanes, and multi-modal pathways as established by the October 26, 2023 Revision of the 2045 Lake Park Mobility Plan and where posted signage allows, at speeds not exceeding 15 miles per hour.

(d) Enforcement of Provisions.

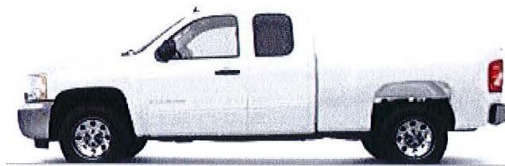
- (1) The Town's Law Enforcement provider shall enforce the provisions contained within this article.

Secs. 30-~~76~~—30-30. Reserved.

Section 3. Chapter 30, Article II, Section 30-35 is amended as follows:

Sec. 30-35. Parking of commercial vehicles in residential districts.

(...)



High-capacity passenger van or work van. A high-capacity passenger van means a vehicle with normal carrying passenger capacity of more than seven passengers, used to carry passengers, with a linear non-varying roofline, from front to back, extending over the passenger area and a glass area along the side of the van enabling passenger visibility. A work van is means a vehicle that is used to store work materials and rooftop cargo, with a linear non-varying roofline, from front to back except for the rooftop cargo, extending the entire length of the vehicle and a possible side entrance door to access materials. Example (for illustrative purposes only):



(...)

Secs. 30-36—30-60. Reserved.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Codification.

The sections of the ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

Section 6. Repeal of Laws in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Effective Date.

This ordinance shall take effect immediately upon execution.

#5699007 v1 26508-00002

Select Year: 2024 ▼ Go

The 2024 Florida Statutes

[Title XXIII](#)[MOTOR VEHICLES](#)[Chapter 316](#)[STATE UNIFORM TRAFFIC CONTROL](#)[View Entire Chapter](#)**316.2065 Bicycle regulations.—**

(1) Every person propelling a vehicle by human power has all of the rights and all of the duties applicable to the driver of any other vehicle under this chapter, except as to special regulations in this chapter, and except as to provisions of this chapter which by their nature can have no application.

(2) A person operating a bicycle may not ride other than upon or astride a permanent and regular seat attached thereto unless the bicycle was designed by the manufacturer to be ridden without a seat.

(3)(a) A bicycle may not be used to carry more persons at one time than the number for which it is designed or equipped, except that an adult rider may carry a child securely attached to his or her person in a backpack or sling.

(b) Except as provided in paragraph (a), a bicycle rider must carry any passenger who is a child under 4 years of age, or who weighs 40 pounds or less, in a seat or carrier that is designed to carry a child of that age or size and that secures and protects the child from the moving parts of the bicycle.

(c) A bicycle rider may not allow a passenger to remain in a child seat or carrier on a bicycle when the rider is not in immediate control of the bicycle.

(d) A bicycle rider or passenger who is under 16 years of age must wear a bicycle helmet that is properly fitted and is fastened securely upon the passenger's head by a strap and that meets the federal safety standard for bicycle helmets, final rule, 16 C.F.R. part 1203. As used in this subsection, the term "passenger" includes a child who is riding in a trailer or semitrailer attached to a bicycle.

(e) Law enforcement officers and school crossing guards may issue a bicycle safety brochure and a verbal warning to a bicycle rider or passenger who violates this subsection. A bicycle rider or passenger who violates this subsection may be issued a citation by a law enforcement officer and assessed a fine for a pedestrian violation, as provided in s. 318.18. The court shall dismiss the charge against a bicycle rider or passenger for a first violation of paragraph (d) upon proof of purchase of a bicycle helmet that complies with this subsection.

(4) No person riding upon any bicycle, coaster, roller skates, sled, or toy vehicle may attach the same or himself or herself to any vehicle upon a roadway. This subsection does not prohibit attaching a bicycle trailer or bicycle semitrailer to a bicycle if that trailer or semitrailer is commercially available and has been designed for such attachment.

(5)(a) A person operating a bicycle upon a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing must ride in the bicycle lane or, if there is no bicycle lane on the roadway, as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:

1. When overtaking and passing another bicycle or vehicle proceeding in the same direction.
2. When preparing for a left turn at an intersection or into a private road or driveway.
3. When reasonably necessary to avoid any condition or potential conflict, including, but not limited to, a fixed or moving object, parked or moving vehicle, bicycle, pedestrian, animal, surface hazard, turn lane, or substandard-width lane, which makes it unsafe to continue along the right-hand curb or edge or within a bicycle lane. For the purposes of this subsection, a "substandard-width lane" is a lane that is too narrow for a bicycle and another vehicle to travel safely side by side within the lane.

(b) A person operating a bicycle upon a one-way highway with two or more marked traffic lanes may ride as near the left-hand curb or edge of such roadway as practicable.

(6)(a) Persons riding bicycles upon a roadway or in a bicycle lane may not ride more than two abreast except on a bicycle path. Persons riding two abreast may not impede traffic when traveling at less than the normal speed of traffic at the time and place and under the conditions then existing and must ride within a single lane. Where bicycle lanes exist, persons riding bicycles may ride two abreast if both are able to remain within the bicycle lane. If the bicycle lane is too narrow to allow two persons riding bicycles to ride two abreast, the persons must ride single-file and within the bicycle lane. On roads that contain a substandard-width lane as defined in subparagraph (5)(a)3., persons riding bicycles may temporarily ride two abreast only to avoid hazards in the roadway or to overtake another person riding a bicycle.

(b) When stopping at a stop sign, persons riding bicycles in groups, after coming to a full stop and obeying all traffic laws, may proceed through the stop sign in a group of 10 or fewer at a time. Motor vehicle operators must allow one such group to travel through the intersection before moving forward.

(7) Every bicycle in use between sunset and sunrise shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear. A bicycle or its rider may be equipped with lights or reflectors in addition to those required by this section. A law enforcement officer may issue a bicycle safety brochure and a verbal warning to a bicycle rider who violates this subsection or may issue a citation and assess a fine for a pedestrian violation as provided in s. 318.18. The court shall dismiss the charge against a bicycle rider for a first violation of this subsection upon proof of purchase and installation of the proper lighting equipment.

(8) No parent of any minor child and no guardian of any minor ward may authorize or knowingly permit any such minor child or ward to violate any of the provisions of this section.

(9) A person propelling a vehicle by human power upon and along a sidewalk, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a pedestrian under the same circumstances.

(10) A person propelling a bicycle upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

(11) No person upon roller skates, or riding in or by means of any coaster, toy vehicle, or similar device, may go upon any roadway except while crossing a street on a crosswalk; and, when so crossing, such person shall be granted all rights and shall be subject to all of the duties applicable to pedestrians.

(12) This section shall not apply upon any street while set aside as a play street authorized herein or as designated by state, county, or municipal authority.

(13) Every bicycle shall be equipped with a brake or brakes which will enable its rider to stop the bicycle within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement.

(14) A person engaged in the business of selling bicycles at retail shall not sell any bicycle unless the bicycle has an identifying number permanently stamped or cast on its frame.

(15)(a) A person may not knowingly rent or lease any bicycle to be ridden by a child who is under the age of 16 years unless:

1. The child possesses a bicycle helmet; or
2. The lessor provides a bicycle helmet for the child to wear.

(b) A violation of this subsection is a nonmoving violation, punishable as provided in s. 318.18.

(16) The court may waive, reduce, or suspend payment of any fine imposed under subsection (3) or subsection (15) and may impose any other conditions on the waiver, reduction, or suspension. If the court finds that a person does not have sufficient funds to pay the fine, the court may require the performance of a specified number of hours of community service or attendance at a safety seminar.

(17) Notwithstanding s. 318.21, all proceeds collected pursuant to s. 318.18 for violations under paragraphs (3) (e) and (15)(b) shall be deposited into the State Transportation Trust Fund.

(18) The failure of a person to wear a bicycle helmet or the failure of a parent or guardian to prevent a child from riding a bicycle without a bicycle helmet may not be considered evidence of negligence or contributory negligence.

(19) Except as otherwise provided in this section, a person who violates this section commits a noncriminal traffic infraction, punishable as a pedestrian violation as provided in chapter 318. A law enforcement officer may issue traffic citations for a violation of subsection (3) or subsection (15) only if the violation occurs on a bicycle path or road, as defined in s. ~~334.03~~. However, a law enforcement officer may not issue citations to persons on private property, except any part thereof which is open to the use of the public for purposes of vehicular traffic.

History.—s. 1, ch. 71-135; s. 1, ch. 76-31; s. 2, ch. 76-286; s. 1, ch. 78-353; s. 8, ch. 83-68; s. 5, ch. 85-309; s. 1, ch. 86-23; s. 7, ch. 87-161; s. 21, ch. 94-306; s. 899, ch. 95-148; s. 1, ch. 96-185; s. 2, ch. 97-300; s. 161, ch. 99-248; s. 6, ch. 2010-223; s. 7, ch. 2012-27; s. 6, ch. 2012-181; s. 7, ch. 2020-69; s. 1, ch. 2021-20; s. 5, ch. 2021-180.

Note.—Former s. 316.111.

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[Title XXIII](#)[MOTOR VEHICLES](#)[Chapter 316](#)[STATE UNIFORM TRAFFIC CONTROL](#)[View Entire Chapter](#)**316.2128 Micromobility devices, motorized scooters, and miniature motorcycles; requirements.—**

(1) The operator of a motorized scooter or micromobility device has all of the rights and duties applicable to the rider of a bicycle under s. [316.2065](#), except the duties imposed by s. [316.2065](#)(2), (3)(b), and (3)(c), which by their nature do not apply. However, this section may not be construed to prevent a local government, through the exercise of its powers under s. [316.008](#), from adopting an ordinance governing the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction.

(2) A motorized scooter or micromobility device is not required to satisfy the registration and insurance requirements of s. [320.02](#) or the licensing requirements of s. [316.605](#).

(3) A person is not required to have a driver license to operate a motorized scooter or micromobility device.

(4) A person who offers motorized scooters or micromobility devices for hire is responsible for securing all such devices located in any area of the state where an active tropical storm or hurricane warning has been issued by the National Weather Service.

(5) A person who engages in the business of, serves in the capacity of, or acts as a commercial seller of miniature motorcycles in this state must prominently display at his or her place of business a notice that such vehicles are not legal to operate on public roads, may not be registered as motor vehicles, and may not be operated on sidewalks unless authorized by an ordinance enacted pursuant to s. [316.008](#)(7)(a) or s. [316.212](#)(8). The required notice must also appear in all forms of advertising offering miniature motorcycles for sale. The notice and a copy of this section must also be provided to a consumer prior to the consumer's purchasing or becoming obligated to purchase a miniature motorcycle.

(6) Any person selling or offering a miniature motorcycle for sale in violation of this section commits an unfair and deceptive trade practice as defined in part II of chapter 501.

History.—s. 16, ch. 2006-290; s. 27, ch. 2009-21; s. 47, ch. 2010-223; s. 11, ch. 2017-150; s. 3, ch. 2019-109.

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[Title XXIII](#)[MOTOR VEHICLES](#)[Chapter 316](#)[STATE UNIFORM TRAFFIC CONTROL](#)[View Entire Chapter](#)

316.212 Operation of golf carts on certain roadways.—The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, a two-lane county road located within the jurisdiction of a municipality designated by that municipality, or a road that is owned and maintained by a water control district and has been designated by that water control district, for use by golf carts. Before making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street, and if such designation is to be made by a water control district, the district must also receive approval from the county in which the road to be designated is located. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. [335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and
2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks, the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by a person:

(a) Who is under 18 years of age unless he or she possesses a valid learner's driver license or valid driver license.

(b) Who is 18 years of age or older unless he or she possesses a valid form of government-issued photographic identification.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. 316.271; and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163; s. 1, ch. 2023-67.

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The 2024 Florida Statutes

[Title XXIII](#)
MOTOR VEHICLES

[Chapter 320](#)
MOTOR VEHICLE LICENSES

[View Entire Chapter](#)

320.01 Definitions, general.—As used in the Florida Statutes, except as otherwise provided, the term:

(1) “Motor vehicle” means:

(a) An automobile, motorcycle, truck, trailer, semitrailer, truck tractor and semitrailer combination, or any other vehicle operated on the roads of this state, used to transport persons or property, and propelled by power other than muscular power, but the term does not include traction engines, road rollers, motorized scooters, micromobility devices, personal delivery devices and mobile carriers as defined in s. [316.003](#), special mobile equipment as defined in s. [316.003](#), vehicles that run only upon a track, bicycles, electric bicycles, swamp buggies, or mopeds.

(b) A recreational vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Recreational vehicle-type units, when traveling on the public roadways of this state, must comply with the length and width provisions of s. [316.515](#), as that section may hereafter be amended. As defined below, the basic entities are:

1. The “travel trailer,” which is a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8½ feet and an overall body length of no more than 40 feet when factory-equipped for the road.

2. The “camping trailer,” which is a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

3. The “truck camper,” which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

4. The “motor home,” which is a vehicular unit which does not exceed the length, height, and width limitations provided in s. [316.515](#), is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

5. The “private motor coach,” which is a vehicular unit which does not exceed the length, width, and height limitations provided in s. [316.515](#)(9), is built on a self-propelled bus type chassis having no fewer than three load-bearing axles, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

6. The “van conversion,” which is a vehicular unit which does not exceed the length and width limitations provided in s. [316.515](#), is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

7. The “park trailer,” which is a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. The total area of the unit in a setup mode, when measured from the exterior surface of the exterior stud walls at the level of maximum dimensions, not including any bay window, does not exceed 400 square feet when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to United States Department of Housing and Urban Development Standards. The length of a park

trailer means the distance from the exterior of the front of the body (nearest to the drawbar and coupling mechanism) to the exterior of the rear of the body (at the opposite end of the body), including any protrusions.

8. The “fifth-wheel trailer,” which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle’s rear axle.

(2)(a) “Mobile home” means a structure, transportable in one or more sections, which is 8 body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. For tax purposes, the length of a mobile home is the distance from the exterior of the wall nearest to the drawbar and coupling mechanism to the exterior of the wall at the opposite end of the home where such walls enclose living or other interior space. Such distance includes expandable rooms, but excludes bay windows, porches, drawbars, couplings, hitches, wall and roof extensions, or other attachments that do not enclose interior space. In the event that the mobile home owner has no proof of the length of the drawbar, coupling, or hitch, then the tax collector may in his or her discretion either inspect the home to determine the actual length or may assume 4 feet to be the length of the drawbar, coupling, or hitch.

(b) “Manufactured home” means a mobile home fabricated on or after June 15, 1976, in an offsite manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act.

(3) “Owner” means any person, firm, corporation, or association controlling any motor vehicle or mobile home by right of purchase, gift, lease, or otherwise.

(4) “Trailer” means any vehicle without motive power designed to be coupled to or drawn by a motor vehicle and constructed so that no part of its weight or that of its load rests upon the towing vehicle.

(5) “Semitrailer” means any vehicle without motive power designed to be coupled to or drawn by a motor vehicle and constructed so that some part of its weight and that of its load rests upon or is carried by another vehicle.

(6) “Net weight” means the actual scale weight in pounds with complete catalog equipment.

(7) “Gross weight” means the net weight of a motor vehicle in pounds plus the weight of the load carried by it.

(8) “Cwt” means the weight per hundred pounds, or major fraction thereof, of a motor vehicle.

(9) “Truck” means any motor vehicle with a net vehicle weight of 5,000 pounds or less and which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers.

(10) “Heavy truck” means any motor vehicle with a net vehicle weight of more than 5,000 pounds, which is registered on the basis of gross vehicle weight in accordance with s. [320.08\(4\)](#), and which is designed or used for the carriage of goods or designed or equipped with a connecting device for the purpose of drawing a trailer that is attached or coupled thereto by means of such connecting device and includes any such motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers.

(11) “Truck tractor” means a motor vehicle which has four or more wheels and is designed and equipped with a fifth wheel for the primary purpose of drawing a semitrailer that is attached or coupled thereto by means of such fifth wheel and which has no provision for carrying loads independently.

(12) “Gross vehicle weight” means:

(a) For heavy trucks with a net weight of more than 5,000 pounds, but less than 8,000 pounds, the gross weight of the heavy truck. The gross vehicle weight is calculated by adding to the net weight of the heavy truck the weight of the load carried by it, which is the maximum gross weight as declared by the owner or person applying for registration.

(b) For heavy trucks with a net weight of 8,000 pounds or more, the gross weight of the heavy truck, including the gross weight of any trailer coupled thereto. The gross vehicle weight is calculated by adding to the gross weight of the heavy truck the gross weight of the trailer, which is the maximum gross weight as declared by the owner or person applying for registration.

(c) The gross weight of a truck tractor and semitrailer combination is calculated by adding to the net weight of the truck tractor the gross weight of the semitrailer, which is the maximum gross weight as declared by the owner or person applying for registration; such vehicles are together by means of a fifth-wheel arrangement whereby part of the weight of the semitrailer and load rests upon the truck tractor.

(13) "Passenger," or any abbreviation thereof, does not include a driver.

(14) "Private use" means the use of any vehicle which is not properly classified as a for-hire vehicle.

(15)(a) "For-hire vehicle" means any motor vehicle, when used for transporting persons or goods for compensation; let or rented to another for consideration; offered for rent or hire as a means of transportation for compensation; advertised in a newspaper or generally held out as being for rent or hire; used in connection with a travel bureau; or offered or used to provide transportation for persons solicited through personal contact or advertised on a "share-expense" basis. When goods or passengers are transported for compensation in a motor vehicle outside a municipal corporation of this state, or when goods are transported in a motor vehicle not owned by the person owning the goods, such transportation is "for hire." The carriage of goods and other personal property in a motor vehicle by a corporation or association for its stockholders, shareholders, and members, cooperative or otherwise, is transportation "for hire."

(b) The following are not included in the term "for-hire vehicle": a motor vehicle used for transporting school children to and from school under contract with school officials; a hearse or ambulance when operated by a licensed embalmer or mortician or his or her agent or employee in this state; a motor vehicle used in the transportation of agricultural or horticultural products or in transporting agricultural or horticultural supplies direct to growers or the consumers of such supplies or to associations of such growers or consumers; a motor vehicle temporarily used by a farmer for the transportation of agricultural or horticultural products from any farm or grove to a packinghouse or to a point of shipment by a transportation company; or a motor vehicle not exceeding 1½ tons under contract with the Government of the United States to carry United States mail, provided such vehicle is not used for commercial purposes.

(16) "Road" means the entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic.

(17) "Brake horsepower" means the actual unit of torque developed per unit of time at the output shaft of an engine, as measured by a dynamometer.

(18) "Department" means the Department of Highway Safety and Motor Vehicles.

(19)(a) "Registration period" means a period of 12 months or 24 months during which a motor vehicle or mobile home registration is valid.

(b) "Extended registration period" means a period of 24 months during which a motor vehicle or mobile home registration is valid.

(20) "Marine boat trailer dealer" means any person engaged in:

(a) The business of buying, selling, manufacturing, or dealing in trailers specifically designed to be drawn by another vehicle and used for the transportation on land of vessels, as defined in s. [327.02](#); or

(b) The offering or displaying of such trailers for sale.

(21) "Renewal period" means the period during which renewal of a motor vehicle registration or mobile home registration is required, as provided in s. [320.055](#).

(22) "Golf cart" means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.

(23) "International Registration Plan" means a registration reciprocity agreement among states of the United States and provinces of Canada providing for payment of license fees on the basis of fleet miles operated in various jurisdictions.

(24) “Apportionable vehicle” means any vehicle, except recreational vehicles, vehicles displaying restricted plates, city pickup and delivery vehicles, and government-owned vehicles, which is used or intended for use in two or more member jurisdictions that allocate or proportionally register vehicles and which is used for the transportation of persons for hire or is designed, used, or maintained primarily for the transportation of property and:

- (a) Is a power unit having a gross vehicle weight in excess of 26,000 pounds;
- (b) Is a power unit having three or more axles, regardless of weight; or
- (c) Is used in combination, when the weight of such combination exceeds 26,000 pounds gross vehicle weight.

Vehicles, or combinations thereof, having a gross vehicle weight of 26,000 pounds or less and two-axle vehicles may be proportionally registered.

(25) “Commercial motor vehicle” means any vehicle which is not owned or operated by a governmental entity, which uses special fuel or motor fuel on the public highways, and which has a gross vehicle weight of 26,001 pounds or more, or has three or more axles regardless of weight, or is used in combination when the weight of such combination exceeds 26,001 pounds gross vehicle weight. A vehicle that occasionally transports personal property to and from a closed-course motorsport facility, as defined in s. [549.09\(1\)\(a\)](#), is not a commercial motor vehicle if the use is not for profit and corporate sponsorship is not involved. As used in this subsection, the term “corporate sponsorship” means a payment, donation, gratuity, in-kind service, or other benefit provided to or derived by a person in relation to the underlying activity, other than the display of product or corporate names, logos, or other graphic information on the property being transported.

(26) “Motorcycle” means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground. The term includes an autocycle, as defined in s. [316.003](#), but excludes a tractor, a moped, or any vehicle in which the operator is enclosed by a cabin unless it meets the requirements set forth by the National Highway Traffic Safety Administration for a motorcycle.

(27) “Moped” means any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels, with a motor rated not in excess of 2 brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground, and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters.

(28) “Interstate” means vehicle movement between or through two or more states.

(29) “Intrastate” means vehicle movement from one point within a state to another point within the same state.

(30) “Person” means and includes natural persons, corporations, copartnerships, firms, companies, agencies, or associations, singular or plural.

(31) “Registrant” means a person in whose name or names a vehicle is properly registered.

(32) “Motor carrier” means any person owning, controlling, operating, or managing any motor vehicle used to transport persons or property over any public highway.

(33) “Motorized disability access vehicle” means a vehicle designed primarily for handicapped individuals with normal upper body abilities and designed to be fueled by gasoline, travel on not more than three wheels, with a motor rated not in excess of 2 brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground, and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters.

(34) “Resident” means a person who has his or her principal place of domicile in this state for a period of more than 6 consecutive months, who has registered to vote in this state, who has made a statement of domicile pursuant to s. [222.17](#), or who has filed for homestead tax exemption on property in this state.

(35) “Nonresident” means a person who is not a resident.

(36) “Electric vehicle” means a motor vehicle that is powered by an electric motor that draws current from rechargeable storage batteries, fuel cells, or other sources of electrical current.

(37) “Disabled motor vehicle” means any motor vehicle as defined in subsection (1) which is not operable under its own motive power, excluding a nondisabled trailer or semitrailer, or any motor vehicle that is unsafe for operation upon the highways of this state.

(38) “Replacement motor vehicle” means any motor vehicle as defined in subsection (1) under tow by a wrecker to the location of a disabled motor vehicle for the purpose of replacing the disabled motor vehicle, thereby permitting the transfer of the disabled motor vehicle’s operator, passengers, and load to an operable motor vehicle.

(39) “Wrecker” means any motor vehicle that is used to tow, carry, or otherwise transport motor vehicles and that is equipped for that purpose with a boom, winch, car carrier, or other similar equipment.

(40) “Tow” means to pull or draw any motor vehicle with a power unit by means of a direct attachment, drawbar, or other connection or to carry a motor vehicle on a power unit designed to transport such vehicle from one location to another.

(41) “Low-speed vehicle” means any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles. Low-speed vehicles must comply with the safety standards in 49 C.F.R. s. 571.500 and s. 316.2122.

(42) “Utility vehicle” means a motor vehicle designed and manufactured for general maintenance, security, and landscaping purposes, but the term does not include any vehicle designed or used primarily for the transportation of persons or property on a street or highway, or a golf cart, or an all-terrain vehicle as defined in s. 316.2074.

(43) For purposes of this chapter, the term “agricultural products” means any food product; any agricultural, horticultural, or livestock product; any raw material used in plant food formulation; and any plant food used to produce food and fiber.

(44) “Mini truck” means any four-wheeled, reduced-dimension truck that does not have a National Highway Traffic Safety Administration truck classification, with a top speed of 55 miles per hour, and which is equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, and seat belts.

(45) “Swamp buggy” means a motorized off-road vehicle that is designed or modified to travel over swampy or varied terrain and that may use large tires or tracks operated from an elevated platform. The term does not include any vehicle defined in chapter 261 or otherwise defined or classified in this chapter.

History.—ss. 1, 6, ch. 7275, 1917; s. 1, ch. 7737, 1918; RGS 1006, 1011; ss. 2, 5, ch. 8410, 1921; s. 2, ch. 9156, 1923; s. 1, ch. 9157, 1923; ss. 1, 3, ch. 10182, 1925; CGL 1280, 1285, 1677; s. 3, ch. 15625, 1931; s. 3, ch. 16085, 1933; s. 1, ch. 20743, 1941; s. 1, ch. 20911, 1941; s. 1, ch. 26923, 1951; s. 1, ch. 59-351; s. 1, ch. 65-61; s. 1, ch. 65-446; ss. 23, 24, 35, ch. 69-106; s. 1, ch. 70-215; s. 1, ch. 70-391; s. 93, ch. 71-377; s. 1, ch. 72-339; s. 1, ch. 73-284; s. 2, ch. 74-243; s. 3, ch. 75-66; s. 2, ch. 76-135; s. 4, ch. 76-286; s. 1, ch. 77-180; s. 1, ch. 77-357; s. 1, ch. 78-221; s. 125, ch. 79-400; s. 12, ch. 81-151; s. 22, ch. 82-134; s. 3, ch. 83-188; s. 23, ch. 83-215; s. 1, ch. 83-318; s. 1, ch. 84-182; s. 7, ch. 84-260; s. 5, ch. 85-155; s. 43, ch. 85-180; s. 10, ch. 85-309; s. 4, ch. 85-343; s. 11, ch. 86-243; s. 11, ch. 87-161; s. 20, ch. 87-198; s. 5, ch. 87-225; s. 1, ch. 88-147; s. 66, ch. 89-282; s. 2, ch. 89-320; s. 1, ch. 90-163; s. 4, ch. 90-270; s. 5, ch. 92-148; s. 39, ch. 94-306; s. 910, ch. 95-148; s. 10, ch. 95-247; s. 10, ch. 95-333; s. 29, ch. 96-413; s. 3, ch. 97-58; s. 2, ch. 99-163; s. 15, ch. 99-248; s. 39, ch. 2001-196; s. 1, ch. 2007-242; s. 16, ch. 2008-176; s. 2, ch. 2008-179; s. 6, ch. 2009-183; s. 20, ch. 2012-174; s. 27, ch. 2012-181; s. 27, ch. 2013-160; s. 72, ch. 2016-239; s. 4, ch. 2017-150; s. 5, ch. 2018-130; s. 5, ch. 2019-109; s. 11, ch. 2020-69; s. 7, ch. 2022-175.

Guide to Owning LOW SPEED VEHICLES

A low speed vehicle (LSV) is a vehicle with a top speed greater than 20 MPH, but not greater than 25 MPH. **LSVs must be registered, titled and insured** with personal injury protection (PIP) and property damage liability (PDL) insurance.

Any person operating an LSV must have a valid driver license. LSVs may only be operated on streets where the posted speed limit is 35 MPH or less.

LSVs must be equipped with the following safety equipment:



To title and register an LSV, bring the following documents to an FLHSMV or tax collector office, flhsmv.gov/locations:

- Manufacturer's Certificate of Origin;
- Form HSMV 82040 (Application for Title) flhsmv.gov/forms;
- Proof of Florida insurance, minimum \$10,000 PDL and \$10,000 PIP;
- Identification - driver license, ID card or passport; and
- Payment for applicable fees, flhsmv.gov/fees;
 - Title fee
 - Initial registration fee, if applicable
 - Plate fee
 - Registration fee (varies by weight of vehicle)

For more information, visit flhsmv.gov/lowspeedvehicles

Golf Carts

Golf carts are defined in section 320.01(22), Florida Statutes, as “a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 MPH.” **Golf carts may be operated on roadways that are designated for golf carts with a posted speed limit of 30 MPH or less.**

Beginning October 1, 2023, a person operating a golf cart on public roads or streets who is under 18 years of age must possess a valid learner’s driver license or valid driver license, and a person who is 18 years of age or older must possess a valid form of government-issued photographic identification.

Converted Golf Carts

Prior to titling and registering a converted golf cart, the vehicle must be inspected and assigned a VIN at a Motorist Services Regional Office. **The converted golf cart must be street-legal before applying for title and registration.** flhsmv.gov/locations

Trailer the converted golf cart to a Motorist Services Regional Office and present the following documents and fees for an inspection, VIN assignment, title and registration:

- Manufacturer’s Certificate of Origin or a bill of sale for the golf cart form HSMV 84490 (Statement of Builder) completed by customer and compliance examiner/inspector;
- Form HSMV 86064 (Affidavit for Golf Cart Modified to a Low Speed Vehicle);
- Original bill(s) of sale or receipt(s) for all parts used to convert the golf cart;
- Certified weight slip for the converted golf cart.
- Form HSMSV 82040 (Application for Title);
- Proof of Florida insurance (minimum \$10,000 PDL and \$10,000 PIP);
- Sales tax or sales tax exemption information for all parts;
- Identification - driver license, ID card or passport; and
- Applicable fees, flhsmv.gov/fees
 - Inspection fee
 - Title fee
 - Initial registration fee, if applicable
 - Registration fee (varies by weight of vehicle)
 - Plate fee

All-Terrain Vehicles

Florida law, states that **all-terrain vehicles (ATV) may only be operated on unpaved roadways where the posted speed limit is less than 35 MPH and only during daylight hours.** Anyone under the age of 16 operating an ATV on public land must be under the supervision of an adult and must have proof of completion of a Department of Agriculture and Consumer Services (DACS) approved safety course. ATV operators and riders under the age of 16 must wear a USDOT approved safety helmet and eye protection. **ATVs are titled, but not registered**, and are not required to be insured with PIP and PDL coverage. (Sections 261.20, 316.2074 and 316.2123, Florida Statutes)

flhsmv.gov/low-speed-vehicles



OCTOBER 2022 MODIFIED: 26OCT2022

2045 LAKE PARK MOBILITY PLAN

NUE URBAN CONCEPTS
 LAND USE • MOBILITY • PARKING • FEES
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www.nueurbanconcepts.com

THE
REPUBLIC
 DESIGN

- LAKE PARK GREENWAY
- WATERFRONT PROMENADE
- TWO (2) LANE DIVIDED COMPLETE STREET
- PARK AVE CURBLESS MAIN STREET
- NEW FUTURE TWO (2) LANE ROAD
- NEW FUTURE TWO (2) LANE ROAD
(TO BE CONSTRUCTED BY NEW DEVELOPMENT/
REDEVELOPMENT)
- RESIDENTIAL TRAFFIC CALMING PROGRAM
- FEDERAL HIGHWAY MIXED-USE OVERLAY
DISTRICT (FHMUDO)

STREET IMPROVEMENTS

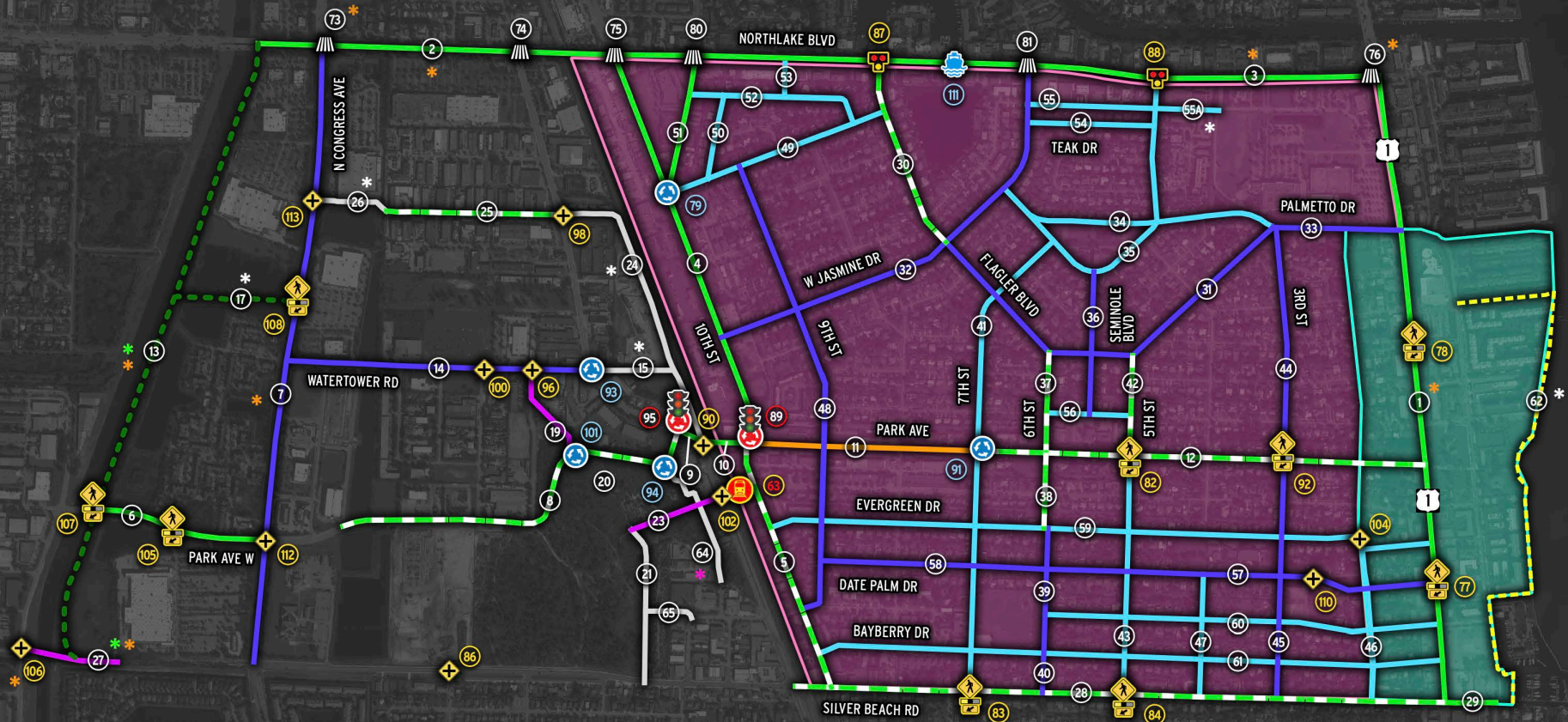
- MULTIMODAL IMPROVEMENT
- COMPLETE STREET
- PRIORITY RESIDENTIAL TRAFFIC
CALMING STREET (DESIGN TBD
BASED ON FURTHER EVALUATION)

CROSSING IMPROVEMENTS

- INTERSECTION IMPROVEMENT
- ROUNDABOUT
- SIGNALIZED ROUNDABOUT
- HIGH-INTENSITY ACTIVATED
CROSSWALK (HAWK)
- HIGH VISIBILITY
CROSSWALK
- RECTANGULAR RAPID
FLASHING BEACON (RRFB)

- TRAIN STATION
- BOAT UNDERPASS

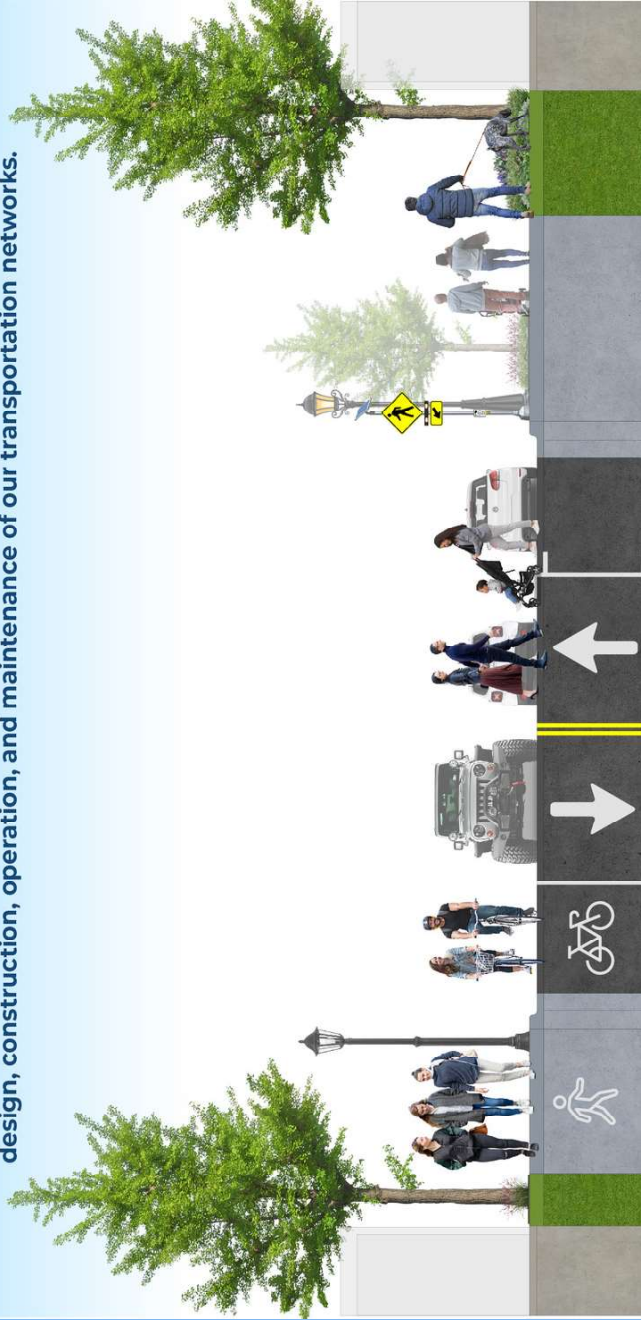
- 1 * #15, 17, 24, 26, 55A, 62 - PROJECT REQUIRES RIGHT-OF-WAY FROM PRIVATELY-OWNED PROPERTY
- 2 * #13, 27 - PROJECT REQUIRES UTILITY EASEMENT
- 3 * #64 - PROJECT REQUIRES RIGHT-OF-WAY OWNED BY PALM BEACH COUNTY
- 4 * #1, 2, 3, 7, 13, 27, 73, 76, 106 - ENTIRELY OR PARTIALLY LOCATED OUTSIDE LAKE PARK TOWN LIMITS



What are Complete Streets?

WHAT IS A COMPLETE STREET? **D D E C**

A Complete Streets approach integrates people and place in the planning, design, construction, operation, and maintenance of our transportation networks.



ACTIVE SIDEWALKS

Sidewalks should be smooth, wide, feel safe, and have appropriate transitions to the street, making them easy to walk or use a wheelchair on.

DEDICATED BIKE LANES

Simple pavement markings creating a dedicated bike lane make both motorist and bicycle movement more predictable, and therefore safer for both. They increase the likelihood of casual riders using bicycles for transportation.

ACTIVE ROADWAY

One lane of car traffic going in each direction with a two-way-left-turn-lane (TWLTL) in the center would reduce the number of crashes on Government Street by providing turning vehicles a refuge from through traffic, while keeping through traffic moving more efficiently.

SAFE CROSSWALKS

Crosswalks allow pedestrians and wheelchair users to cross streets safely, while making sure cars know where to expect them.

FURNISHING ZONE

The street furniture zone is defined as the section of the sidewalk between the curb and the through zone in which street furniture and amenities, such as lighting, benches, newspaper kiosks, and bicycle racks, are provided. The street furniture zone may also consist of green infrastructure elements, such as rain gardens or flow-through planters.

Green Spaces

Parks and public green spaces create a destination, encouraging community interaction and providing a rest from the surrounding urban environment.



www.mobilitycohort.com/lakepark

Item 12.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISISON OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 71 OF THE TOWN CODE ENTITLED "MURALS"; PROVIDING FOR THE AMENDMENT OF SECTION 71.1 "INTENT"; PROVIDING FOR THE AMENDMENT OF SECTION 71-42 "DURATION"; PROVIDING FOR THE AMENDMENT SECTION 71-83 "MINIMUM MURAL PERMIT CRITERIA"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLCT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
 [] BOARD APPOINTMENT [] OLD BUSINESS
 [X] **ORDINANCE ON 1st READING**
 [] NEW BUSINESS
 [] OTHER

Approved by Town Manager

**Bambi
McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town
 of Lake Park, ou=Assistant Town Manager/
 Human Resources Director,
 email=btturner@lakeparkflorida.gov, c=US
 Date: 2024.11.15 13:55:23 -05'00'

Anders Viane / Planner
 Name/Title

Originating Department: Community Development	Costs: \$ Legal Review Funding Source: Legal Acct: #001-514-108-31100 [] Finance Jeff DaSilva	Attachments: • ORDINANCE __-2024
Advertised: Date: Will be advertised by Town Clerk 10 days prior to 2 nd Reading Paper: [] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone AV or Not applicable in this case Please initial one.

Summary Explanation/Background:

This item is being brought forward pursuant to Commission direction as well as internal discussion with property owners who have expressed interest in a less-restrictive mural ordinance. Murals currently contribute to the unique placemaking of the Lake Park Downtown and are widely used for creating branding and a sense of place in other municipalities. However, the Town's current

mural ordinance restricts a mural's duration to five years before requiring it be removed or changed or extended, requiring a new permit. The proposed amendments to Chapter 71 would allow for murals to be applied for on nonresidential buildings throughout the entire Town (not just the CRA), allow for murals to remain on buildings past five years provided they are maintained without deterioration exactly as approved, and allow for up to 100% of a wall to be covered by a mural, allowing for greater design flexibility. It's intended that these changes will increase the longevity of murals in the Town, creating lasting landmarks that contribute to Lake Park's unique sense of place.

Recommended Motion: I MOVE TO APPROVE ORDINANCE __-2024 on first reading.

ORDINANCE NO.:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 71 OF THE TOWN CODE ENTITLED "MURALS"; PROVIDING FOR THE AMENDMENT OF SECTION 71.1 "INTENT"; PROVIDING FOR THE AMENDMENT OF SECTION 71-42 "DURATION"; PROVIDING FOR THE AMENDMENT SECTION 71-83 "MINIMUM MURAL PERMIT CRITERIA"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (Town) is a duly constituted municipality having such power and authority conferred upon it by the Florida;

WHEREAS, the Community Development Department (Department) has recommended certain amendments to Chapter 71 pertaining to murals; and

WHEREAS, the Town Commission has determined that the recommendations of the Department are appropriate.

NOW THEREFORE, Chapter 71 of the Lake Park Code of Ordinances is hereby amended as follows:

Section 1. Chapter 71, Section 71-1 "Intent" is hereby amended to read as follows:

Sec. 71-1. Intent.

It is the intent of these regulations to:

- (1) Create a process permitting the owners of buildings ~~within the community redevelopment area (CAR)~~ to engage artists to display their mural art containing content neutral messages on their buildings.
- (2) Promote the arts by providing artists with a forum to display their work.
- (3) Encourage property owners to improve the appearance of their buildings, and thereafter to maintain the enhanced appearance of their buildings.
- (4) Protect and enhance property values through the creation of a more attractive economic and business area.
- (5) Protect and enhance the physical appearance of the community redevelopment area by improving its visual appearance.

- (6) Enhance the branding and place-making efforts of the Town by creating iconic landmark locations in Lake Park.

Section 2. Chapter 71, Section 71-42 “Duration” is hereby amended to read as follows:

Sec. 71-42. Duration.

An applicant shall indicate the planned duration the mural is of a proposed for display mural on the mural permit application (shall not exceed five years)., which shall be granted pursuant to the approval of the Town Commission; for periods exceeding five years, the applicant shall provide their intended mural maintenance plan. A mural permit approved by the Town Commission shall remain valid as long as it is maintained in good appearance without discoloration or deterioration in accordance with the approved mural design; when a mural becomes discolored or deteriorated, it may be repainted or restored to the approved design pursuant to an application for zoning review. If an applicant intends to modify the approved design in any way, they shall apply for a revision permit. ~~The determination of the duration of the permit shall be made by the town commission, but shall in no case be longer than five years. Applicants shall pay a \$250.00 fee for every one 12-month period the mural is displayed beyond the first 12 months. At the conclusion of the approved period of the display of the mural it shall be removed, or replaced with a new mural through a new mural permit. Extensions are only possible through the submittal of a new mural permit application. The new mural shall meet the provisions of this chapter.~~

Section 3. Chapter 71, Section 71-83 “Minimum Mural permit criteria” is hereby amended to read as follows:

Sec. 71-83. Minimum Mural permit criteria.

- (1) *Mural size.* Murals may be painted on up to ~~80~~100 percent of a wall. In any event, a mural may not be greater than 10,000 square feet.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Codification.

The sections of the ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

Section 6. Repeal of Laws in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Effective Date.

This ordinance shall take effect immediately upon execution.

#5818139 v1 26508-00002

Thank you for placing your order with us.

From West Palm Beach Legals <legals@pbpost.com>
Date Thu 11/7/2024 9:15 AM
To Laura Weidgans <lweidgans@lakeparkflorida.gov>

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Palm Beach Post's online Classifieds [HERE](#) to place your legal notices in the future.

Changes and/or cancellations may not be honored up to 2 business days prior to your first publication date.

Job Details

Order Number: **LSAR0189326**
Classification: **Govt Public Notices**
Package: **General Package**
Additional Options: **1 Affidavit \$2.00**
Total payment: **\$249.20**

Schedule for ad number LSAR01893260

Sun Nov 10, 2024
Palm Beach Post *All Zones*

Account Details

Lake Park, Town Of
535 Park AVE
Lake Park, FL 33403-2603
561-881-3300
lweidgans@lakeparkflorida.gov
Lake Park, Town Of

LEGAL NOTICE OF PROPOSED ORDINANCE
TOWN OF LAKE PARK

Item 13.

Please take notice that on Wednesday, November 20, 2024 at 6:30 soon thereafter the Town Commission, of the Town of Lake Park to be held at 535 Park Avenue, Lake Park, Florida 33403 will consider the following Ordinances on second reading and proposed adoption thereof:

ORDINANCE 11-2024

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 71 OF THE TOWN CODE ENTITLED "MURALS"; PROVIDING FOR THE AMENDMENT OF SECTION 71.1 "INTENT"; PROVIDING FOR THE AMENDMENT OF SECTION "DURATION"; PROVIDING FOR THE AMENDMENT SECTION "MINIMUM MURAL PERMIT CRITERIA"; PROVIDING FOR THE AMENDMENT OF SECTION "REPEAL OF LAWS IN CONFLICT"; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 12-2024

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AMENDING CHAPTER 60 OF THE LAKE PARK CODE OF ORDINANCES PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERAL AMENDMENTS; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings. For such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, MMC, Town Clerk
Town of Lake Park, Florida
PUB: November 10, 2024 - The Palm Beach Post
November 10 2024
LSAR0189326



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AMENDING CHAPTER 60 OF THE LAKE PARK CODE OF ORDINANCES PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

[] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
 [] BOARD APPOINTMENT [] OLD BUSINESS
 [X] **ORDINANCE ON 2nd READING**
 [] NEW BUSINESS
 [] OTHER: _____

Bambi McKibbon-Turner
 Approved by Town Manager _____
 Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake
 Park, ou=Assistant Town Manager/Human
 Resources Director,
 email=btturner@lakeparkflorida.gov, c=US
 Date: 2024.11.15 14:04:23 -05'00'

Nadia Di Tommaso / Community Development Director
 Name/Title _____

Originating Department: Community Development	Costs: \$ Legal Review Funding Source: Legal / Legal Ad Acct. # 001-514-108-31100 [] Finance <u>Jeff DaSilva</u> <small>Digitally signed by Jeff DaSilva DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdaSilva@lakeparkflorida.gov, c=US Date: 2024.11.15 14:02:14 -05'00'</small>	Attachments: ➔ Ordinance 12-2024 ➔ FEMA presentation explaining why an Ordinance update is necessary ➔ Legal Ad
Advertised: Date: <u>11/10/24</u> Paper: <u>Palm Beach Post</u> [] Not Required on 1 st reading	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>ND</i> Please initial one.

Summary Explanation/Background:

Ordinance passed unanimously on first reading on November 6, 2024.

HISTORY

In 2020 FEMA announced new prerequisites for CRS (Community Rating System) communities (for which Lake Park is a part of) to attain or retain a Class 8 in the CRS Program (a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP) and allows for flood insurance rate reductions to residents). In other words, if the prerequisites are not met, a community can attain no higher than a CRS Class 9 (and Lake Park is currently at a Class 8). Ordinance revisions are required.

Those ordinance revisions were required and were approved in early 2021.

In follow-up to those amendments, earlier this year FEMA notified the Town that in light of the upcoming revised Flood Insurance Rate Studies and Flood Insurance Rate Maps, additional updates were necessary. Lake Park is not adversely impacted by these updates however, our Ordinance needs to meet FEMA standards. Consequently, the enclosed Ordinance reflects the required changes by FEMA. Staff has been working with FEMA for the past few months to ensure the Ordinance meets their expectations and the enclosed Ordinance has been deemed acceptable by them and has also been reviewed and approved for legal sufficiency by the Town Attorney.

Recommended Motion: I move to ADOPT Ordinance 12-2024 on second reading.

ORDINANCE NO. __-2024

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AMENDING CHAPTER 60 OF THE LAKE PARK CODE OF ORDINANCES PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park participates in the National Flood Insurance Program and the Town Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas, with an effective date of December 20, 2024; and

WHEREAS, the Town Commission has determined that it is in the public interest to amend the Lake Park Code of Ordinances, Chapter 60 Floodplain Regulations to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps.

NOW, THEREFORE, BE IT ORDAINED by the Town Commission of the Town of Lake Park that the following floodplain management regulation is hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. The Town Commission hereby amends Chapter 60 of the Code of Ordinances of the Town of Lake Park, as follows:

Chapter 60 FLOODPLAIN REGULATIONS

ARTICLE I. IN GENERAL

Sec. 60-1. Title.

These regulations shall be known as the "Floodplain Regulations Ordinance" of the Town of Lake Park, hereinafter referred to as "this chapter."

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-2. Scope.

The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-3. Intent.

The purposes of this chapter and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-4. Coordination with the *Florida Building Code*.

This chapter is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-5. Warning.

The degree of flood protection required by this chapter and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on flood insurance rate maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-6. Disclaimer of liability.

This chapter shall not create liability on the part of town commission of Town of Lake Park or by any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made thereunder.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-7—60-10. Reserved.

ARTICLE II. APPLICABILITY

Sec. 60-11. General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-12. Areas to which this chapter applies.

This chapter shall apply to all flood hazard areas within the Town of Lake Park, as established in section 60-13 of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-13. Basis for establishing flood hazard areas.

The Flood Insurance Study for Palm Beach County, Florida and incorporated areas dated ~~October 5, 2017~~ December 20, 2024, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this

Chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at town hall, community development department.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-14. Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to article V of this chapter the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this chapter and, as applicable, the requirements of the *Florida Building Code*.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-15. Other laws.

The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-16. Abrogation and greater restrictions.

This chapter supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-17. Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-18—60-20. Reserved.

ARTICLE III. DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

Sec. 60-21. Designation.

The community development director is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-22. General.

The floodplain administrator is authorized and directed to administer and enforce the provisions of this chapter. The floodplain administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose of this chapter and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this chapter without the granting of a variance pursuant to article VII of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-23. Applications and permits.

The floodplain administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this chapter is demonstrated, or disapprove the same in the event of noncompliance; and

- (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-24. Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement;" for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage;" and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this chapter is required.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-25. Modifications of the strict application of the requirements of the *Florida Building Code*.

The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to article VII of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-26. Notices and orders.

The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-27. Inspections.

The floodplain administrator shall make the required inspections as specified in article VI of this chapter for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-28. Other duties of the floodplain administrator.

The floodplain administrator shall have other duties, including but not limited to:

- (1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 60-24 of this chapter;
- ~~(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);~~
- (2) ~~(3)~~ Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, or flood hazard area boundaries, ~~or floodway designations~~; such submissions shall be made within six months of such data becoming available;
- (3) ~~(4)~~ Review required design certifications and documentation of elevations specified by this chapter and the *Florida Building Code* to determine that such certifications and documentations are complete;
- (4) ~~(5)~~ Notify the Federal Emergency Management Agency when the corporate boundaries of Town of Lake Park are modified; and
- (5) ~~(6)~~ Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-29. Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood resistant construction requirements of the *Florida Building Code*, including flood insurance rate maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this chapter; ~~notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained;~~ documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at town hall, community development department.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-30—60-35. Reserved.

ARTICLE IV. PERMITS

Sec. 60-36. Permits required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-37. Buildings, structures and facilities exempt from the *Florida Building Code*.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this chapter:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section F.S. § 604.50.
- (3) Temporary buildings or sheds used exclusively for construction purposes.

- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on flood insurance rate maps.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-38. Floodplain development permits or approvals.

Floodplain development permits or approvals shall be issued pursuant to this chapter for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-39. Application for a permit or approval.

To obtain a floodplain development permit or approval development other than buildings and structures within the scope of the *Florida Building Code*, including buildings and structures listed in section 60-37, the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.

- (4) Be accompanied by a site plan or construction documents as specified in article V of this chapter.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the floodplain administrator.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-40. Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-41. Expiration.

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-42. Suspension or revocation.

The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this chapter or any other ordinance, regulation or requirement of this community.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-43. Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The South Florida Water Management District; F.S. § 373.036.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065, and Chapter 64E-6, F.A.C.

- (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.
- (4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.
- (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (6) Federal permits and approvals.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-44—60-45. Reserved.

ARTICLE V. SITE PLANS AND CONSTRUCTION DOCUMENTS

Sec. 60-46. Information for development in flood hazard areas.

The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, ~~floodway boundaries~~ and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development. Where higher than the base flood elevation, the flood elevation specified by the South Florida Water Management District shall be specified.
- (2) Where base flood elevations ~~or floodway data~~ are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with section 60-47(2) or (3) of this chapter.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with section 60-47(1) of this chapter.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.

- (8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

~~(9) Existing and proposed alignment of any proposed alteration of a watercourse.~~

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-47. Information in flood hazard areas without base flood elevations (approximate Zone A).

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation ~~and floodway~~ data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation ~~and floodway~~ data available from a federal or state agency or other source.
- (3) Where base flood elevation ~~and floodway~~ data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - (b) Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.
- (4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-48. Additional analyses and certifications.

~~As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following~~

~~analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents: For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), the applicant shall have an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage signed and sealed by a Florida-licensed engineer for submission with the site plan and construction documents.~~

- ~~(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 60-49 of this chapter and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.~~
- ~~(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.~~
- ~~(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 60-49 of this chapter.~~
- ~~(4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.~~

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-49. Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations; ~~change floodway boundaries~~, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-50—60-55. Reserved.

ARTICLE VI. INSPECTIONS

Sec. 60-56. General.

Development for which a floodplain development permit or approval is required shall be subject to inspection.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-57. Development other than buildings and structures.

The floodplain administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-58. Buildings, structures and facilities exempt from the *Florida Building Code*.

The floodplain administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-59. Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the floodplain administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 60-47(3)(b) of this chapter, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-60. Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final

documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in section 60-59 of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-61. Manufactured homes.

The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this chapter and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-62—60-65. Reserved.

ARTICLE VII. VARIANCES AND APPEALS

Sec. 60-66. General.

The planning and zoning board shall hear and decide on requests for appeals and requests for variances from the strict application of this chapter. Pursuant to F.S. § 553.73(5), the planning and zoning board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the *Florida Building Code, Building*.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-67. Appeals.

The planning and zoning board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision may appeal such decision to the circuit court, as provided by Florida Statutes.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-68. Limitations on authority to grant variances.

The planning and zoning board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 60-72 of this chapter, the conditions of issuance set forth in section 60-73 of this chapter, and the comments and recommendations of the floodplain administrator and the building official. The planning and zoning board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-69. Reserved. Restrictions in floodways.

~~A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 60-48 of this chapter.~~

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-70. Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-71. Functionally dependent uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, ~~provided the variance meets the requirements of section 60-69,~~ is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-72. Considerations for issuance of variances.

In reviewing requests for variances, the planning and zoning board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this chapter, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-73. Conditions for issuance of variances.

Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;
- (2) Determination by the planning and zoning board that:
 - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00

of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-74, 60-75. Reserved.

ARTICLE VIII. VIOLATIONS

Sec. 60-76. Violations.

Any development that is not within the scope of the *Florida Building Code* but that is regulated by this chapter that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this chapter, shall be deemed a violation of this chapter. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this chapter or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-77. Authority.

For development that is not within the scope of the *Florida Building Code* but that is regulated by this chapter and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-78. Unlawful continuance and penalties.

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties of section 1-11.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-79, 60-80. Reserved.

ARTICLE IX. DEFINITIONS

Sec. 60-81. Definitions.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings shown in this section. Where terms are not defined in this chapter and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code. Where terms are not defined in this Chapter or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

~~*Alteration of a watercourse.* A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.~~

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this chapter.

ASCE 24. A standard titled flood resistant design and construction that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a one-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM), or the flood elevation specified by the South Florida Water Management District if higher. [Also defined in FBC, B, Section 202.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

Coastal construction control line. The line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on flood insurance rate maps (FIRM) as Zone V1-V30, VE, or V.

Critical facility. A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste. The term includes facilities that are assigned Risk Category III and Risk Category IV pursuant to the Florida Building Code, Building.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 202.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before September 15, 1978. [Also defined in FBC, B, Section 202.]

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and flood way map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

~~*Floodway.* The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. [Also defined in FBC, B, Section 202.]~~

~~*Floodway encroachment analysis.* An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida-licensed engineer using standard engineering methods and models.~~

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of Map Change include:

(1) *Letter of Map Amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of Map Revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of Map Revision Based on Fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation

and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home. A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts.~~ As used in this chapter, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser, is the~~ actual cash value ~~(in-kind~~ replacement cost depreciated for age, ~~wear and tear, neglect,~~ and quality of construction) ~~determined by a qualified independent appraiser,~~ or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction. For the purposes of administration of this chapter and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after September 15, 1978 and includes any subsequent improvements to such structures.

Park trailer. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. (Defined in F.S. § 320.01)

Recreational vehicle. A vehicle, including a park trailer, which is: (See F.S. § 320.01)

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the

market value of the structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement. Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to July 2, 2003. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this chapter, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this chapter or the *Florida Building Code*.

~~*Watercourse.* A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.~~

(Ord. No. 10-2017, § 2, 9-27-2017; Ord. No. 04-2021, § 2, 5-9-2021)

Secs. 60-82—60-85. Reserved.

ARTICLE X. BUILDINGS AND STRUCTURES

Sec. 60-86. Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*.

Pursuant to section 60-38 of this chapter, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of article XVI of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-87. Buildings and structures seaward of the coastal construction control line.

If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building* Section 3109 and Section 1612 or *Florida Building Code, Residential* Section R322.
- (2) Minor structures and non-habitable major structures as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this chapter and ASCE 24.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-88. New critical facilities.

New critical facilities shall, to the extent feasible, be located outside of the special flood hazard area and outside of the 0.2% annual chance flood hazard area (500-year floodplain). If documentation is provided that feasible sites outside of the special flood hazard are not available that satisfy the objectives of a proposed critical facility, then the critical facility shall:

- (1) Be elevated or dry flood proofed to or above the base flood elevation plus three feet or the elevation required by the Florida Building Code, whichever is higher;
- (2) Include measures to ensure toxic substances will not be displaced or released into floodwater; and
- (3) Have access routes that are elevated to or above the base flood elevation, to the extent feasible.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-89. Florida Building Code related amendments.

~~The following sections shall supersede the Florida Building Code sections related to:~~

~~(1) **Florida Building Code, Residential.**~~

~~**R322.2.2. Enclosed areas below design flood elevation.** Enclosed areas, including crawl spaces, that are below the design flood elevation shall:~~

- ~~1. Be used/solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).~~

~~Remainder unchanged~~

~~**R322.3.5 Enclosed areas below the design flood elevation.** Enclosed areas below the design flood elevation shall be used solely for parking of vehicles,~~

~~building access or storage. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).~~

~~(2) **Florida Building Code, Building.**~~

~~**Substantial damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. [Also defined in FBC, B Section 202.]~~

~~**Substantial improvement.** Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to July 2, 2003. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

~~(3) **Florida Building Code, Existing Building.**~~

~~**Substantial damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. [Also defined in FBC, B Section 202.]~~

~~**Substantial improvement.** Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted~~

~~subsequent to July 2, 2003. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

(1) Technical amendment; repetitive flood damage. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Damage " shall be as defined in Section 60-81.

(2) Technical amendment; cumulative substantial improvement. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as defined in Section 60-81.

(3) Technical amendments; enclosures below required elevations for dwellings in flood hazard areas. Enclosed areas below the required elevation for dwellings in flood hazard areas shall be limited as follows:

- (a) The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.
- (b) Where perimeter walls are permitted, the limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations.
- (c) Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-90. Reserved.

ARTICLE XI. SUBDIVISIONS

Sec. 60-91. Minimum requirements.

Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-92. Subdivision plats.

Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, ~~flood way boundaries~~ and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 60-47 of this chapter; and
- (3) Compliance with the site improvement and utilities requirements of Article XII of this Chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-93—60-95. Reserved.

ARTICLE XII. SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

Sec. 60-96. Minimum requirements.

All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-97. Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-98. Water supply facilities.

All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-99. ~~Reserved. Limitations on sites in regulatory floodways.~~

~~No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 60-48(1) of this chapter demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.~~

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-100. Limitations on placement of fill.

Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-101. Limitations on sites in coastal high hazard areas (Zone V).

In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by section 60-48(4) of this chapter demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section ~~60-135(3) 60-138(3)~~ of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-102—60-105. Reserved.**ARTICLE XIII. MANUFACTURED HOMES****Sec. 60-106. General.**

All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this chapter. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-107. Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

- (1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this chapter.
- (2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017; Ord. No. 04-2021, § 2, 5-9-2021)

Sec. 60-108. Anchoring.

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-109. Elevation.

All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).

(Ord. No. 10-2017, § 2, 9-27-2017; Ord. No. 04-2021, § 2, 5-9-2021)

Sec. 60-110. Enclosures.

Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

(Ord. No. 10-2017, § 2, 9-27-2017; Ord. No. 04-2021, § 2, 5-9-2021)

Editor's note(s)—Ord. No. 04-2021, § 2, adopted May 9, 2021, repealed §§ 60-110 and 60-111 in their entirety and renumbered §§ 60-112 and 60-113 as §§ 60-110 and 60-111. Former §§ 60-110 and 60-111 pertained to elevation requirements for manufactured home parks and derived from Ord. No. 10-2017, § 2, adopted Sept. 27, 2017.

Sec. 60-111. Utility equipment.

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall

comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

(Ord. No. 10-2017, § 2, 9-27-2017; Ord. No. 04-2021, § 2, 5-9-2021)

Editor's note(s)—Former § 60-113, see Editor's Note at § 60-110.

Secs. 60-112—60-115. Reserved.

ARTICLE XIV. RECREATIONAL VEHICLES AND PARK TRAILERS

Sec. 60-116. Temporary placement.

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-117. Permanent placement.

Recreational vehicles and park trailers that do not meet the limitations in section 60-116 of this chapter for temporary placement shall meet the requirements of Section 304 of this chapter for manufactured homes.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-118—60-120. Reserved.

ARTICLE XV. TANKS

Sec. 60-121. Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-122. Above-ground tanks, not elevated.

Above-ground tanks that do not meet the elevation requirements of section 60-123 of this chapter shall:

- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic

and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

- (2) Not be permitted in coastal high hazard areas (Zone V).

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-123. Above-ground tanks, elevated.

Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-124. Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-125—60-130. Reserved.

ARTICLE XVI. OTHER DEVELOPMENT

Sec. 60-131. General requirements for other development.

All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- ~~(2) Meet the limitations of section 60-99 of this chapter if located in a regulated floodway;~~
- ~~(2) (3)~~ Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- ~~(3) (4)~~ Be constructed of flood damage-resistant materials; and
- ~~(4) (5)~~ Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is

permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(Ord. No. 10-2017, § 2, 9-27-2017)

~~Sec. 60-132. Fences in regulated floodways.~~

~~Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 60-99 of this chapter.~~

(Ord. No. 10-2017, § 2, 9-27-2017)

~~Sec. 60-133. Retaining walls, sidewalks and driveways in regulated floodways.~~

~~Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 60-99 of this chapter.~~

(Ord. No. 10-2017, § 2, 9-27-2017)

~~Sec. 60-134. Roads and watercourse crossings in regulated floodways.~~

~~Roads and watercourse crossings, including roads, bridges, culverts, low water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated flood ways shall meet the limitations of section 60-99 of this chapter. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 60-48(3) of this chapter.~~

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. ~~60-132.~~ 60-135. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).

In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four inches.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. ~~60-133. 60-136.~~ Decks and patios in coastal high hazard areas (Zone V).

In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave run-up and wave reflection.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. ~~60-134. 60-137.~~ Other development in coastal high hazard areas (Zone V).

In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. ~~60-135. 60-138.~~ Nonstructural fill in coastal high hazard areas (Zone V).

In coastal high hazard areas:

- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
- (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures.
- (3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run-up and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

SECTION 3. CODIFICATION

The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

SECTION 4. REPEAL OF LAWS IN CONFLICT.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 6. EFFECTIVE DATE.

This ordinance shall take effect immediately upon its execution.

#5844022 v1 26508-00002



Palm Beach County: Letters of Final Determination & Taking Action

Michael Burchette, Office of Floodplain Management

Rebecca Quinn, FDEM/OFM Ordinance Consultant

Leigh Chapman, FDEM/OFM Ordinance Consultant

May 2024

1



Agenda

- OFM and Local Floodplain Management Ordinances
- Palm Beach County LFD and OFM Support
- Use of Preliminary/Pending Maps
- 8th Edition FBC and Changes to Flood Provisions
- Market Value Definition
- Refreshed OFM Guidance
- Florida Quick Guide for Floodplain Management

2

2



OFM and Local Floodplain Management Ordinances

3

3



The Big Picture for FPM Ordinances

- In 2011, FDEM started working with communities to transition to ordinances that rely on flood requirements in the FBC.
- 468 NFIP Florida communities participate in the NFIP.
- All but ten communities adopted based on the FBC-coordinated model ordinance, which we tailored to each community's needs.

www.floridadisaster.org/dem/mitigation/floodplain/community-resources/

4

4



Significant FDEM Responsibility

- FEMA Region IV and CRS look to FDEM for ordinance approvals.
- We have about 80-100 communities working on ordinance at any given time.
- For ordinances, our responsibility is to ensure communities maintain consistency with the NFIP and the Florida Building Code.
- And we work with communities to consider and adopt higher standards.

5


5



Palm Beach County Map Revisions, Letters of Final Determination (LFD), and OFM Support


6

6




FEMA periodically restudies and revises Flood Insurance Studies and Flood Insurance Rate Maps

- Letter of Final Determination is sent by FEMA to reestablish the effective date of the revised FIS/FIRM
- Palm Beach LFD expected June 19, 2024**




7

7




FEMA periodically restudies and revises Flood Insurance Studies and Flood Insurance Rate Maps

- Letter of Final Determination is sent by FEMA to reestablish the effective date of the revised FIS/FIRM
- Palm Beach LFD expected in June 2024**



8

8



- You'll have 6 months to respond to demonstrate your floodplain management ordinance is compliant
- LFD includes FDEM memo →

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Kevin Babbitt
Director

FLORIDA DEN SUPPORT FOR ORDINANCE REQUIREMENTS
(Per Letters of Final Determination Beginning 2023)

TO: CEOs of Florida Communities Receiving FEMA LFDs for Revised Maps

FROM: Carrie Cole, State NFIP Coordinator/State Floodplain Manager Florida Office of Floodplain Management (CFM)

SUBJECT: Adoption of NFIP-Compliant Flood Ordinances Coordinated with the FBC

FEMA has established the effective date for the revised Flood Insurance Study and Flood Insurance Rate Maps (FIRMs) for your community through the issuance of a Letter of Final Determination (LFD). The letter advises affected communities that they must adopt or show evidence of adoption of a National Flood Insurance Program (NFIP)-compliant flood ordinance before the FIRM is made effective.

The Division of Emergency Management (DEM) worked with your community in the past to adopt a floodplain management ordinance that is coordinated with the Florida Building Code. That ordinance and the flood provisions in the FBC satisfy the requirements of the NFIP.


Within a week or two after FEMA mails the Letter of Final Determination, the CFM will be in touch with your community's Floodplain Administrator. We will discuss options to respond to the LFD, including amending the ordinance to revise the FBC and FIRM date. If your community elects to amend the ordinance, the CFM must conduct a compliance review prior to adoption. After amendments are adopted, or if your community chooses not to amend the ordinance, we must submit your ordinance to FEMA in advance of the deadline established in the LFD.

We welcome the opportunity to work with your community to ensure that its flood ordinance is compliant with NFIP. If you have questions and wish to speak with our staff, please contact our helpline telephone number at (800) 815-4056 or email at FDemo@floridafema.com.

CC/

10

10



How will FDEM help you?

Explain your THREE options:

- ➡ 1. Modify ordinance to update FIS to date set by LFD. We will send you a "mini-ordinance template."
 The Flood Insurance Study for Palm Beach County, Florida, and Incorporated Areas dated October 5, 2017 [INSERT], and
- ➡ 2. Modify ordinance to update the date and make other changes. We'll work with you to prepare the draft.
****** We are reviewing all and have found a number that must make some changes and several that should make changes. We will prepare the first drafts for those communities. This really is the "only" option for almost all PBC communities.

11

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➡ 3. Rely on “auto-adopt” ****

(C) ***Basis for establishing flood hazard areas.*** The Flood Insurance Study for Palm Beach County, Florida, and Incorporated Areas dated October 5, 2017, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the ____.

**** This option is only available if NO OTHER changes are necessary.

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Other Ordinance Amendments

- Check if any amendments were adopted without FDEM review.
- Check if any other amendments are necessary.
- Modify the definition for “Market Value” (explain later).
- Simplify FBC amendments (explain later).

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Other Ordinance Amendments

- Several Palm Beach communities adopted **floodway** requirements, but do not have floodways. That means those requirements can be removed. We will do that for you (it is more than a search and delete).
- Many Palm Beach communities will get a Limit of Moderate Wave Action (LiMWA) on the FIRM. The area between LiMWA and Zone V is **Coastal A Zone (CAZ)**:
 - FBC treats buildings almost like Zone V
 - Must make amendments to regulate CAZ fully like Zone V

14

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CRS Class 8 Prerequisite

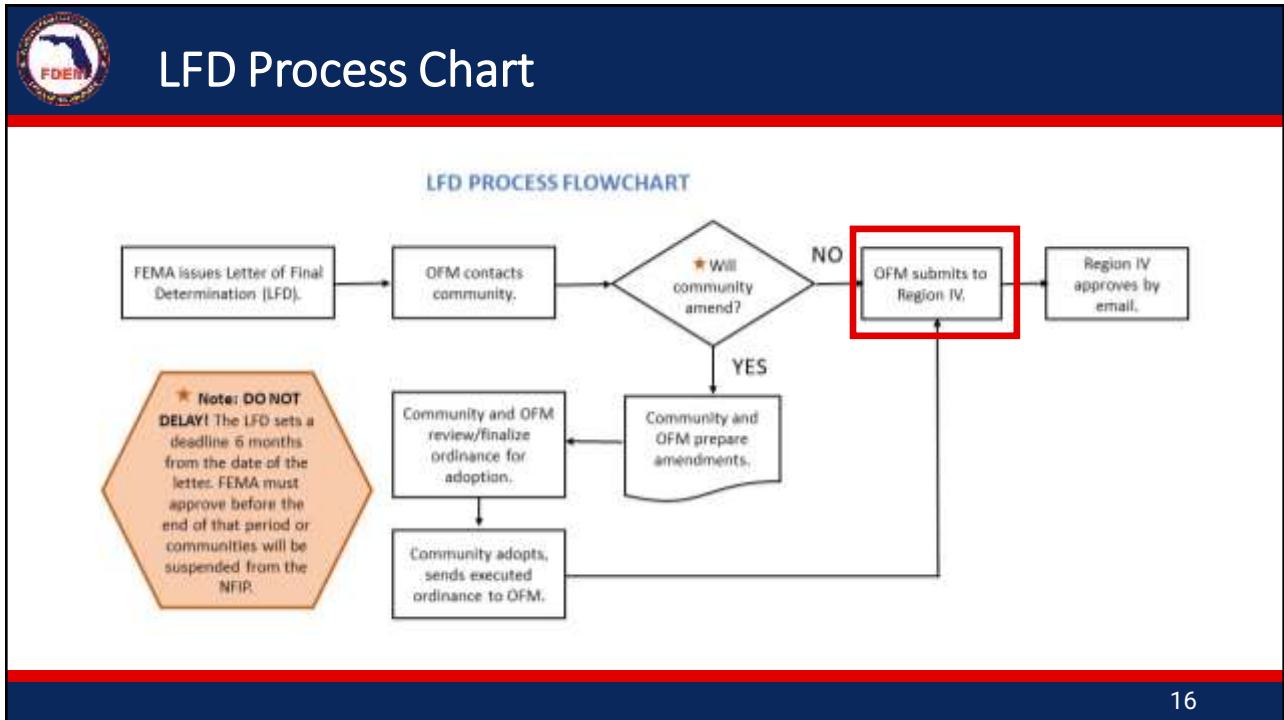
Most Palm Beach communities that are in CRS have made—or have drafts to make—amendments to satisfy the CRS Class 8 Prerequisite for manufactured homes, EXCEPT:

Cloud Lake	Ocean Ridge
Hypoluxo	Palm Springs
Lake Clarke Shores	South Palm Beach
Lantana	Tequesta
Manalapan	Wellington
North Palm Beach	

In May, we will send these communities draft amendments to satisfy the Class 8 Prerequisite AND update the FIS effective date.
We will also begin to send drafts to those we identify must amend.

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Importance of the deadline set in the LFD:

- 90-day letter
- 30-day letter (notice of suspension)

FEMA must **automatically suspend** your community from the NFIP if your ordinance is not compliant or not approved.

We keep close tabs on status. In the 14 years we've provided LFD support, no community has been suspended.

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Your Next Steps Before LFD is Issued

Review your flood ordinance

1. Think about changing the FIS date.
2. Think about other changes you would like to propose (review the OFM site for guidance and explanations).
3. Please be prepared to respond **quickly** when we get in touch.

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Use of Preliminary Maps and Pending Maps

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2021 statute change ...communities "may not use preliminary maps issued by" FEMA (sec. 552.73(5), F.S.).

TERMINOLOGY: At issue is the term "preliminary map." At different points during the study revision process, FEMA produces different products with different names:

FEMA Flood Map Service Center: Products and Tools Overview/Regulatory Product Status, access at <https://msc.fema.gov/portal/resources/productsandtools>.

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Preliminary Products: Preliminary flood hazard data (including preliminary FIRMs) provide the public with an early look at the projected risk identified by an in-progress flood hazard study.

Preliminary Products are not final, but are considered the best information available at the time of release. Therefore, preliminary products are subject to revision prior to final issuance. Preliminary data include new and revised FIRMs, FIS reports, and FIRM databases.




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Pending Products: Products with this status are released when FEMA issues a Letter of Final Determination (LFD) at the conclusion of a regulatory flood mapping project.

Pending Products have an effective date on which they will become official—effective—for the purposes of legal determinations in fulfillment of the National Flood Insurance Program (NFIP) requirements.




22

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Effective Products: Regulatory products with effective status are authorized by law to be used in making determinations under the NFIP. The set of Effective FIRM, FIS, and National Flood Hazard Layer data, as well as any Effective LOMCs that have been issued to modify those products, collectively comprise FEMA's official, effective flood hazard determination for a given area. The effective date is established in the LFD.



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FDEM CONCLUSION: FIS and FIRMs stamped “Preliminary” by FEMA become “Pending” upon issuance of LFDs, and then those products become “Effective Products” on the effective date established in the LFD. **Therefore, the 2021 statute does not constrain the use of Pending Products after FEMA issues the LFD.**

However....see guidance as to when the Pending Products must not be used (i.e., when BFEs go down!)

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8th Edition Florida Building Code
and Flood Provisions

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The FBC is amended every three years through a formal process managed by the Florida Building Commission.

- The FDEM/OFM website posts excerpts of the flood provisions of the FBC
- 8th Edition (and summary of changes since the 7th Edition)
- 7th Edition (and summary of changes since the 6th Edition)

Changes to the flood provisions in the FBC do **NOT** require changes to floodplain management ordinances.

www.floridadisaster.org/dem/mitigation/floodplain/community-resources/
look in Florida Building Code Resources.

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FBC Amendments and Statutory Requirements

- Authority for local amendments
- Must not weaken the FBC
- Flood amendments do not sunset if adopted per statute
- Caution about properly adopted, or may subject to challenge

Most common higher flood standards:

- ~129 "enclosure limits" (several permutations)
- ~120 Cumulative Sub Imp (5-year most common)
- ~85 Freeboard more than +1 ft
- ~60 Critical facilities
- ~45 Nonconversion Agreement
- ~30 CAZ like Zone V

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Other Higher Standards for FBC

[Guidance for "Plain Language" Local Amendments to the FBC](#) (2024) includes guidance the ones listed on the previous slide and for:

- Lower SI & SD Percentages
- Dwellings: Foundations in Zone A/AE designed by RDP
- Dwellings: Open foundations in Zone A/AE (limit the use of fill)
- Repetitive Flood Damage as part of Substantial Damage

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Example: Enclosure Limits

PREVIOUS APPROACH: apply underline/strike-thru

Sec. R322.2.2. Enclosed areas below design flood elevation Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator). *Remainder unchanged*

This is now
R322.3.6!

R322.3.5 Enclosed areas below the design flood elevation. Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

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Example: Enclosure Limits

NEW APPROACH:

XX. – Florida Building Code technical amendments; enclosures below required elevations for (buildings / dwellings) in flood hazard areas. Enclosed areas below the required elevation for (buildings / dwellings) in flood hazard areas shall be limited as follows:

(1) The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.

(2) Where perimeter walls are permitted, the limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations.

(3) Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

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Example: Cumulative Substantial Improvement

PREVIOUS APPROACH: apply underline/strike-thru

(3) **Cumulative substantial improvement.** In the Florida Building Code, Building and the Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as follows:

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a five (5) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the five (5) year period begins on the date of the first improvement or repair of that building or structure subsequent to the date of permit issuance. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

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Example: Cumulative Substantial Improvement

NEW APPROACH:

XX. – Florida Building Code technical amendment: cumulative substantial improvement. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as defined in Section *(insert flood ordinance section number for definitions)*.

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Market Value Definition

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Modify Definition of Market Value: ACV

- Emphasize Actual Cash Value (replacement cost depreciated), and modify to be consistent with FEMA guidance.
- ACV starts with “in-kind” replacement cost, which means exactly as the building looks today. And that cost is then depreciated.
- ACV has less opportunity for “bias” and “opinion” which can lead to inflated values produced by traditional assessments.

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Modify Definition of Market Value: Adjusted Tax

- Some independent appraisers struggle with “building only” when using the traditional appraisal as starting point.
- Clarify tax assessment value adjusted by a factor provided by the County Property Appraiser.
- FEMA and FDEM guidance:
 - MUST not adopt fixed multiplier
 - SMALL NUMBER of communities must eliminate codified fixed multiplier applied to tax assessment value.

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Refreshed FDEM OFM Guidance (posted early January)

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- Accessory structures & FBC
- Agricultural structures
- Approximate Zone A & FBC
- CCCL compared to FBC Flood
- "Coastal high hazard area" definition: Flood vs Comp Planning
- Letter of Final Determination and FDEM assistance
- Manufactured Home: Limitations on location; Not permitted; Satisfy CRS Class 8
- Market Value: Actual Cash Value; remove fixed factor
- Slabs/floors below freeboard and flood openings
- Swimming pools
- Use of preliminary maps (constrained by statute)

www.floridadisaster.org/dem/mitigation/floodplain/community-resources/

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39

[illegible]

39



Questions?

40

40



Thanks!

Palm Beach LFD: flood.ordinance@gmail.com (Leigh Chapman)

General questions: floods@em.myflorida.com
(850) 815-4556

41

Thank you for placing your order with us.

From West Palm Beach Legals <legals@pbpost.com>
Date Thu 11/7/2024 9:15 AM
To Laura Weidgans <lweidgans@lakeparkflorida.gov>

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Palm Beach Post's online Classifieds [HERE](#) to place your legal notices in the future.

Changes and/or cancellations may not be honored up to 2 business days prior to your first publication date.

Job Details

Order Number: **LSAR0189326**
Classification: **Govt Public Notices**
Package: **General Package**
Additional Options: **1 Affidavit \$2.00**
Total payment: **\$249.20**

Schedule for ad number LSAR01893260

Sun Nov 10, 2024
Palm Beach Post *All Zones*

Account Details

Lake Park, Town Of
535 Park AVE
Lake Park, FL 33403-2603
561-881-3300
lweidgans@lakeparkflorida.gov
Lake Park, Town Of

LEGAL NOTICE OF PROPOSED ORDINANCE
TOWN OF LAKE PARK

Item 14.

Please take notice that on Wednesday, November 20, 2024 at 6:30 soon thereafter the Town Commission, of the Town of Lake Park to be held at 535 Park Avenue, Lake Park, Florida 33403 will consider the following Ordinances on second reading and proposed adoption thereof:

ORDINANCE 11-2024

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 71 OF THE TOWN CODE ENTITLED "MURALS"; PROVIDING FOR THE AMENDMENT OF SECTION 71.1 "INTENT"; PROVIDING FOR THE AMENDMENT OF SECTION "DURATION"; PROVIDING FOR THE AMENDMENT SECTION "MINIMUM MURAL PERMIT CRITERIA"; PROVIDING FOR THE AMENDMENT OF SECTION "FEE SCHEDULE"; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 12-2024

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AMENDING CHAPTER 60 OF THE LAKE PARK CODE OF ORDINANCES PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERAL AMENDMENTS; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings. For such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, MMC, Town Clerk
Town of Lake Park, Florida
PUB: November 10, 2024 - The Palm Beach Post
November 10 2024
LSAR0189326



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: Resolution to Approve the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees for the Period of October 1, 2024 to September 30, 2027

[] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
 [] BOARD APPOINTMENT [] OLD BUSINESS
 [] PUBLIC HEARING ORDINANCE ON ____ READING
[x] NEW BUSINESS
 [] OTHER: _____

Approved by Town Manager **Bambi**

McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of
 Lake Park, ou=Assistant Town Manager/Human
 Resources Director,
 email=btturner@lakeparkflorida.gov, c=US
 Date: 2024.11.15 12:41:12 -05'00'

Name/Title

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # [] Finance _____	Attachments: (1) Resolution; (2) Copy of the Collective Bargaining Agreement as tentatively agreed to between labor and management for the period of October 1, 2024 to September 30, 2027 (in redline format); (3) Copy of the Collective Bargaining Agreement in Final Format; and (4) Copy of the November 14, 2024 letter from the Federation of Public Employees
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>BMT</u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

In June of 2024, Union representatives contacted the Town and initiated the negotiation of a new collective bargaining agreement (the “Agreement”) between the Union and the Town, since the current Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) (the “Union”) was due to expire on September 30, 2024.

Such Agreement was collectively bargained with the Union and a Tentative Agreement was reached between management and labor. A copy of the Tentative Agreement is attached in redline format for ease of reference. On November 14, 2024, a majority of the bargaining unit members of the Union voted to ratify the proposed Agreement. A copy of the new Agreement in final format is also attached, as well as a copy of the letter from the Union documenting such ratification.

The purpose of this agenda item is the approval of the Agreement by Resolution of the Town Commission.

Recommended Motion: Approval of Resolution _____ approving the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) for the period of October 1, 2024 to September 30, 2027, and authorizing the Mayor and the Interim Town Manager to execute such Agreement.

RESOLUTION NO. 107-11-24**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RATIFYING THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO) FOR THE PERIOD OF OCTOBER 1, 2024 TO SEPTEMBER 30, 2027; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Lake Park, Florida (hereinafter “Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO (hereinafter the “Union”) negotiated in good faith and reached a Collective Bargaining Agreement (hereinafter the “Agreement”) for the term of October 1, 2021 to September 30, 2024, which was approved by the Town Commission on March 25, 2022; and

WHEREAS, such Agreement expired on September 30, 2024; and

WHEREAS, the Town and the Union negotiated a new collective bargaining agreement and initialed on behalf of the Town and the Union respectively a Tentative Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, on November 14, 2024, a majority of the members of the Union in attendance voted to ratify the Tentative Agreement between the Town and the Union; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the provisions of the Tentative Agreement and has determined that it is in the best interest of the Town and its covered employees to ratify the Tentative Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby ratifies the Tentative Agreement reached between the Union and the Town for the period of October 1, 2024 to September 30, 2027, a copy of which is attached hereto and incorporated herein as **Exhibit A**, and authorizes and directs the Mayor and the Town Manager to execute such Agreement.

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

Collective Bargaining Agreement

between

the Town of Lake Park

and

The Federation of Public Employees, a Division of the National Federation of Public and Private Employees, (AFL-CIO)

October 1, 2024 – September 30, 2027

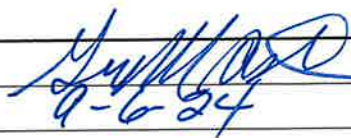
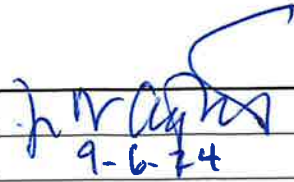
Union		Town	
Date	9-6-24	Date	9-6-24

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Union



Town

Date

Date

PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town", and the Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO), hereinafter referred to as the "Union".

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE I
RECOGNITION

The Town recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) as the exclusive bargaining agent for all regular full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

Operations Technician I, Foreman General Infrastructure, Sanitation Foreman, Grounds Maintenance Foreman, Custodian, Mechanic I and II, Facilities Mechanic I and II, Facilities Maintenance Worker I, II and III, Grounds Maintenance Worker II, Equipment Operator I, II, and III, Maintenance Worker I, II and III, Irrigation Technician I and II, Traffic Maintenance Technician I and II, Storm Water Technician I and II, Grounds Maintenance Crew Leader, Vehicle Maintenance Foreman, and Dock Attendant. Specifically excluded are all other employees of the Town of Lake Park.

Employees in the certified bargaining unit description under Public Employment Relations Commission (PERC) Certification No. 1504 and as amended on December 21, 2012 are the recognized bargaining unit, plus the following new positions: Groundskeeper, Lead Groundskeeper, Irrigation Technician, Maintenance Worker, Mechanic, Sanitation Truck Operator I, Sanitation Truck Operator II, Stormwater Infrastructure Foreman, Stormwater Technician, Marina Maintenance Worker, and Sanitation Truck Operator Trainee.

Both parties agree in the future to a UC petition to PERC.

Union

Town

Date

Date

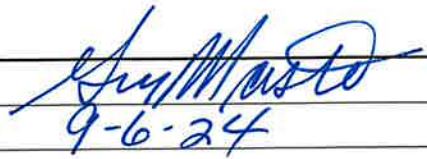
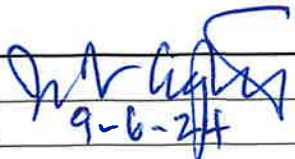
ARTICLE 2
NON-DISCRIMINATION

Section 1. All references in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2. Neither the Union, its representatives or members, nor the Town, or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his membership or non-membership in any union.

Section 3. Neither the Union, its representatives or members, nor the Town or its representatives shall discriminate against any employee regardless of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

Section 4. The Town and the Union agree that the provisions of this Agreement shall apply to all bargaining unit employees, without regard to race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression, genetic information, pregnancy, military status, veteran status, or any other protected category, status, or activity under federal, state, or local law.

Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>9-6-24</u>
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ARTICLE 3
DUES DEDUCTION

Section 1. Upon receipt of a lawfully executed written authorization form from a bargaining unit employee, the Town agrees to deduct the current regular Union dues from the employee's pay once each pay period and remit such deductions along with each members first, middle and last name, amount of deduction, and the date of deduction to the Union office within fifteen (15) working days from the date of deduction. The Union will notify the Town in writing, thirty (30) days prior to any change in its regular dues structure. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for union dues and uniform Union assessment except for garnishment in accordance with state law.


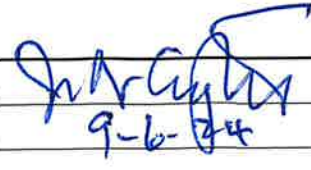
Section 2. Any member who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation with a copy to the employer, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.

Section 3. The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

Section 4. The Employer will provide to the Union at the Union's office, on an annual basis and as changes, modifications or adjustments, occur, a roster of all employees of this bargaining unit to include first name, middle initial, last name, I.D. #, job pay grade, date of hire, home address, home telephone number, and work location.

Section 5. The Union shall indemnify and hold the Town harmless against any claim made against the Town by any employee concerning any dispute over the deduction of Union dues.

Section 6. Union deductions including any amounts to the Federal Voluntary Political Action and/or Scholarship Fund shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. Such deductions shall be transmitted to The Federation within thirty (30) days after the deductions have been made. The Town agrees to provide such payroll type codes as are necessary to comply with these provisions. The Federation shall hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by Town to comply or attempt to comply with the provisions of this section.

Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>9-6-24</u>	
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ARTICLE 4
UNION BUSINESS

Section 1. The Union may designate two (2) members of the bargaining unit as a Union representative, and (2) members of the bargaining unit as an alternative representative who will be permitted to act as the Union representative in the absence of the designated Union representative, such designation to be in effect during the term of this Agreement. The Union shall advise the Town, in writing, of the names of its bargaining unit representative and alternate at the time the Agreement is executed and within thirty (30) days of the date any changes are made.

Section 2. One bargaining unit representative or alternate, in the absence of the Union representatives, will be allowed up to one (1) hour without loss of pay to discuss a grievance, after obtaining permission from the representative's (or alternative's) supervisor. Such permission shall not be unreasonably withheld, but will not be granted if:

- (a) Absence of the employee would jeopardize Town operations,
- (b) Absence of the employee would result in overtime,
- (c) Absence of the employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of four (4) hours in any calendar month.

Section 3. Any member of the Board of Directors of the Union attending State and National functions of the Union will attend such functions after providing appropriate notice using accrued leave time, due compensatory time, or, if approved, leave without pay.

Section 4. The Union, its members, agents, representative or any person acting on its behalf are hereby prohibited from:

- (a) Soliciting public employees during working hours of any employee who is involved in the solicitation.
- (b) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, the Lake Park Harbor Marina and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

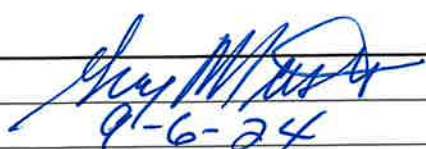
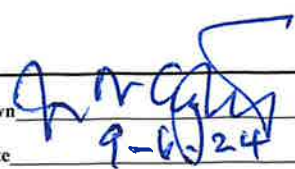
Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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ARTICLE 5
BULLETIN BOARD

Section 1. The Town shall furnish space for a bulletin board in the department for the exclusive use of the Union in connection with Union business.

Section 2. Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this section.

Section 3. Any notice placed on the bulletin board shall bear on its face the name of the person responsible for placing such notice or item on the board, and the date of posting.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 6
PROHIBITION OF STRIKES

Section 1. Strike definition: "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the Town, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment of the rights, privileges, or obligations of their employment or in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.


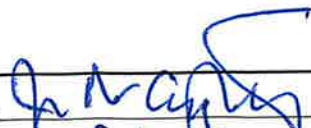
Section 2. The Union agrees not to engage in a strike as defined in Section 1 of this article.

Section 3. Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

Section 4. In the event of a strike, as defined presently in the Public Employee Relations Act, Section 447.203(6), with the cooperation of the Town Administration, the local representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Town within twenty-four (24) hours after the commencement of such strike, what measure it has taken to comply with the provision or the provisions of this Article.

Section 5. Failure to abide by the terms set forth in this Article shall permit either party to seek recourse in accordance with Florida Statutes Chapter 447.501, Part II (as interpreted by the Public Employees Relations Commission).

Section 6. The Town shall not lock out employees. Lock out is defined as the withholding of employment by the Town from its employees for the purpose of either resisting their demands or gaining a concession from them.

Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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ARTICLE 7 MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, in accordance with applicable laws, regulations and provisions of the Handbook of Procedures and Policies for Employees of the Town of Lake Park, hereinafter referred to as the "Employee Handbook", not in conflict with this Agreement, including but not limited to the following:

- (a) To manage and direct the employees of the Town.
- (b) To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- (c) To suspend, demote, discharge or take other disciplinary action against employees for cause.
- (d) To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- (e) To maintain the efficiency of the operations of the Town.
- (f) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- (g) To determine the organization to Town Government.
- (h) To determine the number of employees to be employed by the Town.
- (i) To determine the number, types and grades of positions of employees assigned to an organization unit, department or project.
- (j) To determine internal security practices.
- (k) To determine matters included in Employee Handbook and Administrative Policies.

Section 2. The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

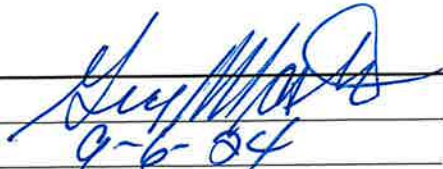
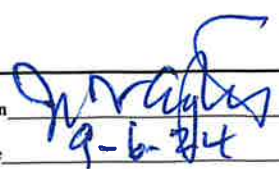
Section 3. If it is determined that a civil emergency and conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Town Manager or his designee during the period of the declared emergency, provided that pay and other compensation shall not be suspended.

Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions, is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.

Section 5. Delivery of Town services in the most efficient, effective and courteous manner is of paramount importance to the Town of Lake Park. Accordingly, Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 6. Those inherent managerial functions, prerogatives and policy making rights which the Town has not expressly modified or restricted by a specific provision of this Agreement, are not in any way directly, or indirectly, subject to the grievance or arbitration procedures contained herein.

Union		Town	
Date	9-6-04	Date	9-6-04

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1. A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member of the Union which involves the interpretation of, application of, or compliance with the provisions of this Agreement or the rules and regulations of the Town. A grievance shall be processed in the following manner:

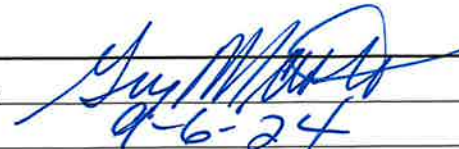
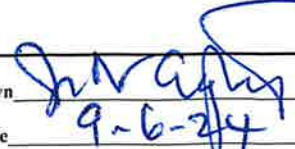
Step 1 (Informal Meeting) Within five (5) working days of the occurrence of any event, giving rise to a grievance or the affected parties first knowledge of an event that is basis for a grievance, a shop steward and the grievant employee, of the Union will first discuss any grievance informally at Step 1 meeting with his immediate supervisor and seek resolution. If the grievant is a supervisor, the grievance shall be submitted directly at Step 2.

Step 2 If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10) working days of the conclusion of the Step 1 informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Director on the form attached to this Agreement as Exhibit "B". The Department Director, or in his absence the Department Director's designee, shall meet with the Employee, Shop Steward and/or the Union Business Representative within ten (10) working days of receipt of the written grievance. The Department Director will render a decision in writing within five (5) working days from the Step 2 grievance meeting.

Step 3 Within ten (10) working days from the time that the Union receives, at the Union office, the Department Director's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Director, then the Union shall give notification to file Step 3 grievance with the Town Manager.

The Town Manager or his designee shall convene the Step 3 grievance meeting within ten (10) working days of notification by the Union of its intent to move to Step 3. The Town Manager, or designee, will render a decision in writing within ten (10) working days after the Step 3 meeting.

Step 4 If the grievance is not resolved at Step 3, the Union may file a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of Step 3 answer at the Union office.

Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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Section 2. Failure of the Town to respond to a grievance within the time periods set forth in this Article 8 shall result in automatic advancement of the grievance to the next step. Failure of the employee or the Union to comply with the time periods set forth in Article 8 shall result in the grievance being abandoned. However, the parties may mutually agree in writing to extend the time periods herein.

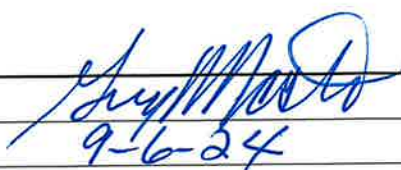
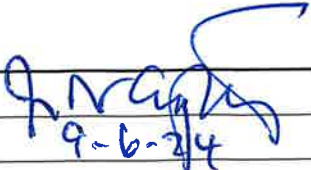
Section 3. When a grievance applies to two or more employees or a discharged employee it shall be presented in writing directly at Step 3 of the Grievance Procedure, within the time limits provided for the submission of a grievance at Step 2 from receipt at the Union Office and shall be signed by the employee (in the case of a discharge only) and the Shop Steward or Union Business Representative on their behalf.

Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator within seven (7) working days after receiving the FMCS panel. The parties further agree that the arbitrator may be notified telephonically of his selection and that the time periods for expedited arbitration set forth herein shall be communicated to the arbitrator at the time he or she is notified of his selection.

Section 5. The cost of the arbitrator's fee and the arbitrator's expenses shall be borne equally by the parties. Each party shall bear its own costs for all other expenses they incur.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

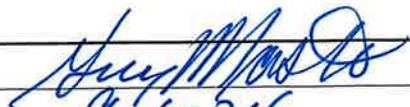
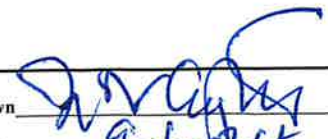
Section 7. In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and if that is determined to be arbitrable, shall rule on the merits of the grievance.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 9
DOCUMENTS

Section 1. The Town agrees that an employee shall be given a copy of all material placed in the person's individual file and shall have the right to include written refutation (including witness statements) of any material considered by the employee to be detrimental.

Section 2. The Town agrees that an employee shall have the right to inspect his official personnel record and shall have the right to make copies of this record for his use at no cost to the employee.

Union		Town	
Date	9-6-24	Date	9-6-24

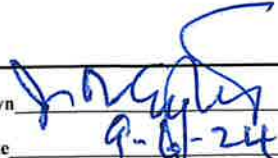
ARTICLE 10
PROMOTIONAL POLICIES

Section 1. The Town will post written announcements of promotional opportunities at least ten (10) working days prior to the closing date for applications. Applications submitted after the closing date shall not be considered.

Section 2. When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications are equal among competing employees, seniority will be the basis of selection. For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position.

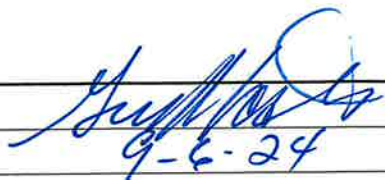
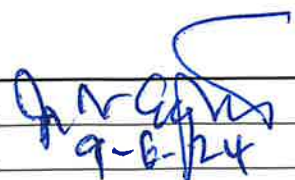
Section 3. An employee filling a promotional vacancy shall serve a probationary period of 180 days. If during the trial period the employee cannot satisfactorily perform the duties of the position, the employee shall be returned to his former status with no loss of seniority.

Section 4. If an employee is promoted to a higher pay grade within the bargaining unit, he shall be entitled to a pay increase equal to either the entry level pay or a five percent (5%) increase from their then current salary, whichever is greater.

_____ Union  Date 9-6-24	_____ Town  Date 9-6-24
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ARTICLE 11
PROBATIONARY PERIOD

New employees will be classified as probationary employees for the first six (6) months of continuous employment, during which time such employees may be laid off or discharged and will have no right to grieve or appeal their discharge. The Town agrees that employees who are laid off or discharged during their probationary period shall have the right to discuss their discharge with their immediate supervisor and the Department Director.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 12
SENIORITY AND LAY-OFF

Section 1. For the purpose of this Agreement, seniority shall be defined as the total length of a regular full-time employee's and a regular part-time employee's continuous service within the bargaining unit recognized by this Agreement. Regular part-time employees shall accrue seniority on a pro-rated basis, based on the number of hours worked (except as provided below). Seniority shall continue to accrue during all types of paid leave approved by the Town, and for the first three (3) months of all other leave approved by the Town. An employee shall lose all seniority only upon any of the following:

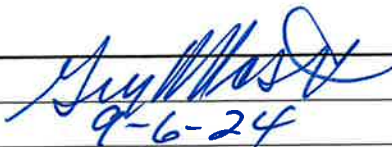
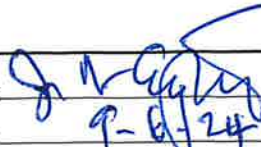
- (a) resignation;
- (b) discharge;
- (c) lay off for a period of more than twenty-four (24) months;
- (d) retirement;
- (e) the expiration of an approved leave of absence of more than one (1) year, if the employee does not return to work;

Section 2. Newly hired probationary employees shall accrue no seniority until they become regular full-time employees, whereupon their seniority will date from the first date of continuous employment.

Section 3. The Town shall establish a seniority list for bargaining unit employees, post the seniority list and provide a copy to the Union Business Representative mailed or facsimiled to the Union office annually and as changes, modifications or adjustments occur or at the same time that any lay-off is announced.

Section 4. The Town Manager shall determine the classification and number of employees to be laid off. When the lay-off occurs, employees shall be laid off in the inverse order of their seniority within the bargaining unit at the time of the lay-off.

In the event of a lay-off, the Town will notify the affected employees and the Union in writing at least thirty days prior to the effective date of the lay-off. If thirty days' notice is not provided, then the Town will pay the employees the difference between 30 calendar days and the date of notice.

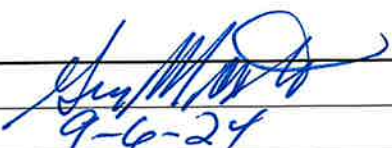
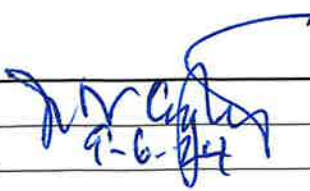
Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>9-6-24</u>
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If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less senior employee into a job for which they are most qualified within the bargaining unit based upon documentation of their qualifications.

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee within the bargaining unit (based upon documentation of their qualifications) shall be retained.

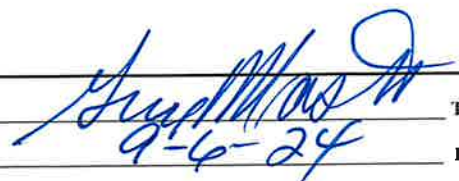
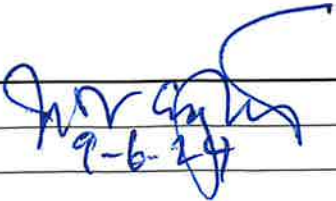
Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall notice will be made by certified mail to the last address on the employee's records. It shall be the employee's obligation to provide a current address to the Town. Recalled employees must notify the Town of their acceptance of recall within five days of receipt of the recall notice

Section 6. Vacation Leave. Vacation scheduling conflicts shall be resolved on the basis of seniority, if notice has been given to the Town of thirty (30) days or more. If less than thirty (30) days' notice has been given by the employee, vacation may be approved by the Department Director on a first come, first served basis.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 13
DRUG FREE WORKPLACE

The Town has established a drug free workplace for its employees, and its Drug Free Workplace Policy is hereby incorporated into and made a part of this Agreement as Appendix A.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 14
HOURS OF WORK AND
OVERTIME COMPENSATION

Section 1. The normal workweek for full-time bargaining unit employees shall consist of five (5) eight (8) hour workdays, usually Monday through Friday, 7:30 a.m. to 4:00 p.m., except employees assigned to the Lake Park Harbor Marina, which may work an alternate schedule consistent with the Lake Park Harbor Marina's seven (7) days per week operation (or Monday through Sunday operation). Management shall provide to affected employees advance notice of no less than 30 days if such workweek needs to be changed.

Section 2. Overtime shall be authorized and approved in advance by the applicable Department Director only in instances necessary to ensure the efficient operation of Town business as determined by the Department Director or designee. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1½) times the employee's regular prevailing hourly rate, and paid in the form of money compensation in the employee's next regular paycheck for the period during which the overtime was worked, or compensatory time, at the employee's option.

Time worked for the purposes of calculating overtime does ~~not~~ include holidays only and excluding all scheduled and unscheduled leave time.

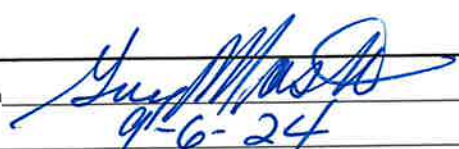
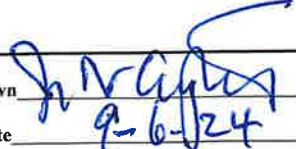
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Section 3. A call back is a request by management to return to work at a time when an employee is not regularly scheduled to work. When an employee is required to return to work at a time that is not continuous with his regular hours of work, the employee will be paid a minimum of two hours at the prevailing rate of pay, regardless of whether the actual hours worked are less than two hours. All call-back time will be paid at time and one-half the employee's regularly prevailing hourly rate, regardless of actual hours worked in the particular week.

Section 4. During a declared emergency and during regular working hours, non-exempt full-time employees who are not required to work by the Town Manager may be sent home and paid their regular rate of pay based upon their scheduled hours.

Section 5. Employees who work on holidays shall receive premium pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of Article 20 (Holidays).

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Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>9-6-24</u>
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ARTICLE 15
WORKING OUT OF PAY GRADE

Section 1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher pay grade for three (3) consecutive work days (24 hours) or more shall be paid, in addition to his normal wages, an incentive payment equal to five percent (5%) of the employee's regular hourly rate or the minimum rate of pay for that temporary pay grade actually worked, whichever is greater for each hour worked in the higher pay grade.

Section 2. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties as a foreman for three (3) consecutive work days (24 hours) or more shall be paid at the entry rate of the foreman pay grade, or 5% above the employee's prevailing hourly rate of pay, whichever is greater, for all hours worked.

Section 3. Upon approval by the Town Manager, any full time or part time employee temporarily assigned to perform the work duties of a higher pay grade that is management in nature for five consecutive workdays (40 hours), or more, shall receive up to a five (5) percent differential or shall be paid at the entry rate of such higher pay grade whichever is greater.

Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>9-6-24</u>
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ARTICLE 16
SAFETY AND EQUIPMENT

Section 1. The Town agrees to provide all employees with safety shoes and agrees to repair or replace such shoes as determined in the judgment of the Foremen.

Section 2. Safety shoes shall be worn by Public Works Department employees at all times, while on the job unless there exists reasonable justification for failing to do so. An employee reporting for work without safety shoes shall report such fact to the Department Director, or designee, prior to starting work.

Section 3. The Town shall abide by all federal and state safety requirements pertinent to members of this bargaining unit. The Town shall provide all necessary safety equipment, including safety shoes and protective clothing, as required. All employees must use safety equipment.

Section 4. The Town will issue uniforms to all employees who are required to wear them, unless the Department Director approves an exception. The uniforms will be purchased by the Town or provided through a uniform company at the sole discretion of the Town. Uniforms shall only be worn during work hours and employees shall not wear Town uniforms in public unless they are on paid status.

Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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ARTICLE 17
TRAINING

The Town shall pay for the cost of any training that is necessary for an employee to maintain any required licenses or certifications or to enhance the employee's job knowledge, or to qualify the employee for promotion purposes, subject to the current fiscal year's budget of the department in which the employee is working and other operational concerns as determined in the sole discretion of the Department Director.

Union

Town

Date

Date

ARTICLE 18
EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES

Section 1. The Federation recognizes and acknowledges that the Town has the right to maintain appropriate discipline among its employees. Employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a respectful manner that reflects positively upon the Town. The Town shall have the right to discipline its employees for cause. Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, that employee shall be subject to disciplinary action as appropriate.

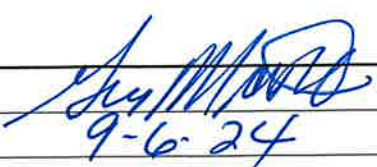
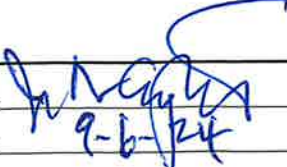
All employees must first be given a notice of the infraction within ten (10) business days after the occurrence of the infraction or management's first knowledge of the infraction. Such notice can be provided to the employee in person, by certified mail, or by email.

All discipline shall be progressive and corrective in nature rather than punitive and should follow the discipline steps outlined in this article. However the discipline steps may be skipped depending on the nature or severity of the infraction, such as theft, fighting, drinking or possession of illegal drugs.

Section 2. Progression of disciplinary actions that may be taken against Town employees may include:

- (a) Documented Written Verbal reprimand
- (b) Written reprimand
- (c) Suspension of one (1) to three (3) days without pay
- (d) Suspension greater than three (3) days without pay
- (e) Discharge of Employment


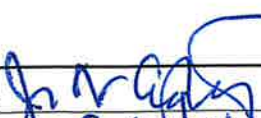
Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the meeting, if the employee requests one and if the employee has reasonable grounds to believe the meeting may result in disciplinary action against the employee.

Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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Section 4. The Town reserves the right to treat each disciplinary occurrence individually. The Town further reserves the right and has the duty to judge each incident separately, and may modify penalties to include lesser or more severe penalties when appropriate circumstances exist.

Documented verbal written reprimands (for Category I offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offense during the succeeding twenty-four (24) months. Documented written reprimands (for Category II offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offenses during the succeeding 36 months.

Section 5. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of the Town's business and reasonable penalties for violations of such rules provided said rules and regulations do not conflict with any provisions of this Agreement or any terms and conditions of employment.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 19
EDUCATION

The Town may reimburse its employees for some or all of their tuition expenses, and textbooks in accordance with Town policy provided that the coursework is taken at an accredited educational institution and that the coursework is related to the employee's job function and the employee executes an agreement with the Town to remain in the Town's employment for two years following completion of the last reimbursed course. In the event that the employee does not remain in the Town's employment for two years following the completion of any class, then in accordance with the agreement executed between the Town and the employee, the employee shall reimburse any and all funds that have been paid by the Town within the last 24 months. The employee seeking such reimbursement shall enter into an agreement with the Town setting forth the above requirements, which agreement shall be approved by the Town Commission on a case-by-case basis.

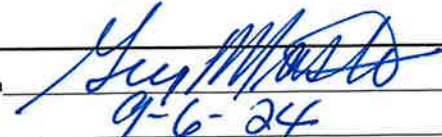

The Town reserves the right to modify its tuition reimbursement program depending upon availability of funding. In the event the Town modifies the tuition program, this section of the collective bargaining agreement shall be deemed to have been modified in accordance with the Town's modifications.

The Town further reserves the right to cap the amount of per credit hour reimbursement for employee coursework in an amount not to exceed the State of Florida's university system credit hour cost.

In order to qualify for reimbursement and prior to the payment of any tuition:

- No later than April 1, an employee seeking tuition reimbursement, shall submit such information on the course(s) for which he is seeking reimbursement to his Department Director which demonstrates to the satisfaction of the Department Director that the courses are related to the employee's job function; and
- Employees shall not be entitled to reimbursement pursuant to this section unless funding for education has been included in the approved town budget for the fiscal year in which reimbursement is sought

Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Director.

Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>11/8/2024</u>	<u>27th</u>
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The employee shall provide a copy of all grade reports to the Human Resources Director upon receipt by the employee.

Reimbursement shall be based upon receipt of the grade achieved or the equivalent record of achievement such as a transcript as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C.....	No reimbursement

If the employee is working toward a degree, the course cost shall not be reimbursed if it is not a documented required course for obtaining the degree sought.

Union *Guy Martin* Town *J. R. Caplan*
 Date *9-6-24* Date *9-6-24*

ARTICLE 20
HOLIDAYS

Section 1. The Town agrees to recognize the following paid holidays for bargaining unit members:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Spring Holiday (as set forth in the Annual Town Calendar)
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Winter Holiday (day before Christmas)
Christmas Day
Floating Holiday*
Employee's Birthday Holiday**

In the event that the holiday occurs on a weekend, the workday closest to the holiday shall be the observed paid holiday.

*The Floating Holiday of the Employee's Choice must be scheduled and taken during the applicable fiscal year (i.e. October 1 through the last full pay period in the month of September). The Floating Holiday leave must be used in a minimum of eight hour increments.

**The employee's Birthday Holiday must be taken before the last day of the month immediately preceding the employee's birthday or it will be forfeited. Employees must be employed as a regular full-time or regular part-time employee on the date the birthday occurs in order to be eligible for the Birthday Holiday. The employee must notify the supervisor and obtain department approval prior to designating and taking either of these holidays. Regular full-time employees must use the Birthday Holiday in a minimum of four hour increments. Regular part-time employees must use the Birthday Holiday six or seven hour increments depending upon their regular part-time work schedule.

Union

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Date

For example, if they are 60 hour biweekly part-time employees, they are entitled to six Birthday Holiday hours and must take them in a six hour increments. If they are 70 hour bi-weekly part-time employees, they are entitled to seven Birthday Holiday hours and must take them in a seven hour increments.

Section 2. Employees must work their entire scheduled work day before and their entire scheduled work day after the holiday (or be on approved paid leave) in order to be paid for the holiday, unless the holiday occurs while the employee is on paid time off.

~~Section 3. Employees who work on holidays shall receive premium pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of this article.~~

Commented [BT3]: Moved to Article 14 Approved at
6/12/2024 Executive Session.

Union

Town

Date

Date

ARTICLE 21
VACATION LEAVE, SICK LEAVE, PAYMENT IN LIEU OF SICK LEAVE UPON
SEPARATION FROM SERVICE, AND PERSONAL LEAVE

VACATION LEAVE

Section 1. Vacation leave shall accrue in accordance with the schedule set forth below:

	Hours/Bi-weekly Pay Period	Days
Through completion of 5 years of service	5.0	16.25
6 years through completion of 10 years of service	6.0	19.5
After completion of 10 or more years of service	8.0	26

All regular part-time employees shall earn vacation leave on an annual basis based upon the number of hours they work per year, as follows:

0 to 5 years of employment:

For 50 hours worked per pay period – 3.125 hours per pay period or 81.25 hours per fiscal year

For 60 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 70 hours worked per pay period – 4.375 hours per pay period or 113.75 hours per fiscal year

6 – 10 years of employment:

For 50 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 60 hours worked per pay period – 4.5 hours per pay period or 117 hours per fiscal year

For 70 hours worked per pay period – 5.25 hours per pay period or 136.5 hours per fiscal year

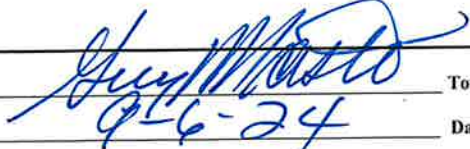
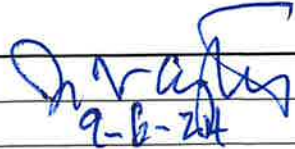
10+ years of employment:

For 50 hours worked per pay period – 5 hours per pay period or 130 hours per fiscal year

For 60 hours worked per pay period – 6 hours per pay period or 156 hours per fiscal year

For 70 hours worked per pay period – 7 hours per pay period or 182 hours per fiscal year

Section 2. Vacation leave may be used by the employee for the purpose of vacation, in accordance with the provisions set forth within this Article.

Union  Town 
 Date 9-6-24 Date 9-6-24

Section 3. Vacation leave may accrue to a maximum of 480 hours, (60 days); upon separation of employment no employee shall be paid more than a maximum of 240 hours (30 days) of vacation leave.

Section 4. Employees are encouraged to use at least five (5) vacation leave days per calendar year for purposes of vacation.

Section 5. An employee seeking to use his vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Director at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive working days must be submitted to the office of the Department Director at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Director, which approval shall not be unreasonably withheld. The Department Director, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this Section

Section 6. An employee may take all of his accrued vacation leave for purposes of vacation and/or personal matters, up to a maximum of four (4) weeks at any one time, at the discretion of the Department Director.

Section 7. Probationary employees shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town.

Section 8. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination.

SICK LEAVE

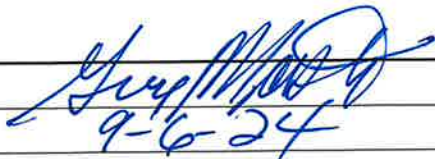
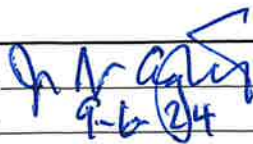
Section 9: All full-time employees shall accrue sick leave at the rate of 2.16 hours per pay period, or seven (7) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

All regular part-time employees shall earn sick leave on an annual basis based upon the number of hours they work per year, as follows:

For 50 hours worked per pay period – 1.35 hours per pay period

For 60 hours worked per pay period – 1.62 hours per pay period

For 70 hours worked per pay period – 1.89 hours per pay period

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Section 10: To be granted sick leave with pay, the following procedures must be strictly adhered to:

- (a) The employee shall notify the Department Director or their supervisor not later than one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employee's absence shall result in an unauthorized leave without pay for that day.
- (b) Sick leave shall not be authorized prior to the time it is earned and credited to the employee.
- (c) Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.
- (d) Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Director and the Town Manager.
- (e) Sick leave shall not be used for vacation leave.

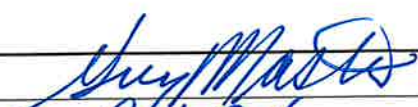
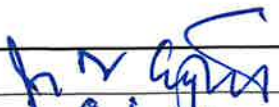
After three (3) consecutive workdays of absence the employee shall be required to submit medical documentation directly to the Human Resources Director. Employees who because of a physical or mental disability require accommodation in order for them to perform the essential functions of their jobs must directly advise the Human Resources Director of this so that the Town can process their request for reasonable accommodation as set forth at Article 22 herein.

Abuse of Sick Leave privileges such as reporting sick when not sick or obtaining Sick Leave under false pretenses may be cause for disciplinary action, up to and including termination of employment.

Use of sick leave requires that the employee call in on a daily basis in accordance with Town leave procedures.

PAYMENT IN LIEU OF SICK LEAVE UPON SEPARATION FROM SERVICE

Section 11. The Town will provide payment in lieu of sick leave upon separation from service (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation, layoff, or retirement, or to their beneficiaries if service is terminated by death. Payout of sick leave upon separation from service shall not exceed an amount determined as follows:

Union		Town	
Date	9-6-24	Date	9-6-24

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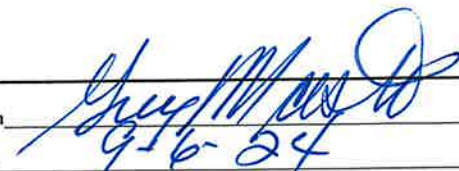
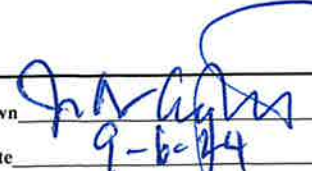
6 months - 5 years full-time service	25 % times the number of days (or hours) of accumulated sick leave
6-10 years full-time service	37.5 % times the number of days (or hours) of accumulated sick leave
10+ years full-time service	50 % times the number of days (or hours) of accumulated sick leave.

PERSONAL LEAVE:

Section 12. Employees may use five (5) days of sick leave per fiscal year designated as personal leave.

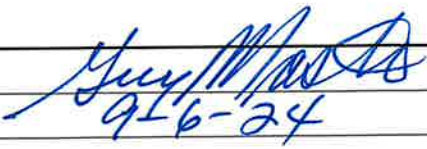
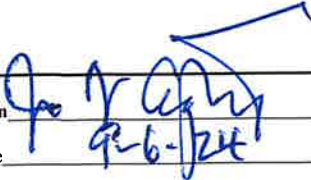
Section 13. Employees seeking to use personal leave must provide notification in accordance with the employee's departmental procedures prior to the beginning of the employee's workday.

Section 14. Personal Leave cannot be carried over from year to year. Personal leave must be used in a minimum of 15 minute increments in the afternoons only if necessary.

Union  Town 
 Date 9-6-24 Date 9-6-24

ARTICLE 22 REASONABLE ACCOMMODATION

The Town complies with federal and state laws regarding disability, including the Americans with Disabilities Act (ADA). Qualified job applicants or employees who inform the Town of a recognized disability which requires an accommodation in order for them to perform the essential functions of their jobs shall advise the Human Resources Director of the need for accommodation and submit a request on a Town Request for Accommodation form. The Human Resources Director shall determine whether the accommodation requested is reasonable, and if so make such modification as may be necessary to allow the employee to perform the essential functions of the job.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 23
MAJOR ILLNESS LEAVE

Section 1. Paid major illness leave is available upon application by employees who need to be off work for an extended period due to their own major illness or injury.

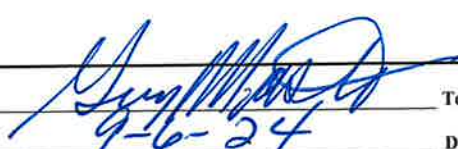
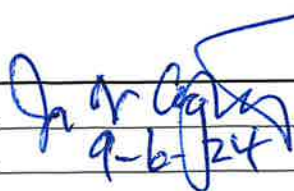
A major illness is defined generally as an illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits.**

Section 2. Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 3. Employees applying for the use of major illness leave must submit to the Human Resources Director a Physician's Certificate documenting the illness. Following the use of major illness leave for purposes other than absences due to ongoing intermittent/continual treatment, a doctor's statement of "fitness for full duty" shall be required in order to return to work.

Section 4. Employees who become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use vacation leave to supplement the short-term and long-term disability.


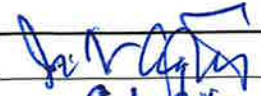
Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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ARTICLE 24
BEREAVEMENT LEAVE

Section 1. The Town agrees that when a death occurs in the immediate family of an employee, he or she shall be granted five (5) days of paid leave at their prevailing rate of pay.

Section 2. For the purpose of this Article, the immediate family shall consist of: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.

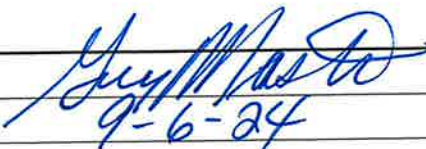
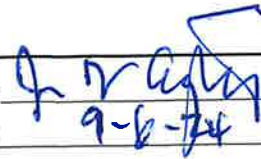
Section 3. Proof of death of the immediate family member must be furnished to the Department Director in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Such proof of death shall be a published death notice or such other documentation that is acceptable to the Department Director.

Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>9-6-24</u>
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ARTICLE 25
JURY DUTY

Section 1. Any full-time employee who is required to be absent from his regular duties by reason of jury duty shall be excused from duty with pay. If the employee receives payment from the Court, the employee must endorse the check over to the Town.

Section 2. Employees who seek to be excused from duty under this article shall present official notice of jury duty to their supervisor at least twenty-four (24) hours in advance of the scheduled jury duty (unless the employee actually receives less than twenty-four hours advance notice of jury duty). Employees who are required to be absent from duty by reason of jury duty shall submit documentation to the Town showing all days and hours of jury duty upon return to work. Upon being released from jury duty the employee shall immediately report for work except that employees released from jury duty on or after 2:00 p.m. shall not be required to report for work until the next working day.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 26 INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

Insurance Benefits

- A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.

Regular full-time and eligible regular part-time employees who have other qualifying minimum value minimum essential medical insurance coverage have the option to decline, i.e. opt out of, the Town's medical insurance coverage by completing the Health Coverage Opt-Out Credit-Attestation Regarding Other Coverage form and submitting it to the Human Resources Director. Such employees are then eligible for monthly opt-out payments from the Town in ~~the~~ an amount of not less than ~~\$394.00~~ \$589.75 40 percent of the fiscal year cost for single medical insurance coverage for the term of this Agreement for Fiscal Year 2022 and shall adjust to the budgeted amount in the second and third year of this Agreement.

Commented [BT4]: Approved at the 7/3/2024 Executive Session and further refined by Finance (dollar amount changed to a percent).



- B. The Town agrees to continue to maintain the same level of coverage (Medical, Dental and Vision) and the Town's eligible employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan as is afforded to all eligible employees.
- C. The employee's agree to share equally in any adjustment in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits equal to all other eligible Town employees. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

- D. The Town agrees to continue to maintain the same level of coverage for short term and long term disability as defined in the schedule of employee benefits as is afforded to all regular full-time employees.

Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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- E. The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) vaccine as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.

Union		Town	
Date	9-6-24	Date	9-6-24

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**ARTICLE 27
WAGE SCALE**

~~Section 1. Effective October 1, 2021 through
September 30, 2024, the pay ranges for the bargaining
unit employees shall be as follows:~~

Section 1:

				MINIMUM FY2025		MAXIMUM FY2025	
				PER YEAR	PER HR	PER YEAR	PER HR
Department: Public Works							
40	NE	Facilities Maintenance Worker I	**	40,503.60	19.47	64,805.75	31.16
70	NE	Facilities Maintenance Worker II	**	49,618.65	23.86	79,389.84	38.17
90	NE	Foreman - General Infrastructure	**	56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Grounds Maintenance	**	56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Sanitation	**	56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Vehicle Maintenance	**	56,808.39	27.31	90,893.42	43.70
20	NE	Groundskeeper	**	35,377.41	17.01	56,603.86	27.21
40	NE	Groundskeeper, Lead	**	40,503.60	19.47	64,805.75	31.16
50	NE	Irrigation Technician	**	43,338.85	20.84	69,342.16	33.34
40	NE	Maintenance Worker	**	40,503.60	19.47	64,805.75	31.16
60	NE	Mechanic	**	46,372.57	22.29	74,196.11	35.67
30	NE	Sanitation Truck Operator Trainee	**	37,853.83	18.20	60,566.13	29.12
40	NE	Sanitation Truck Operator I	**	40,503.60	19.47	64,805.75	31.16
60	NE	Sanitation Truck Operator II	**	46,372.57	22.29	74,196.11	35.67
60	NE	Stormwater Infrastructure Manager	**	46,372.57	22.29	74,196.11	35.67
40	NE	Stormwater Technician I	**	40,503.60	19.47	64,805.75	31.16
60	NE	Stormwater Technician II	**	46,372.57	22.29	74,196.11	35.67
Department: Marina							
40	NE	Dock Attendant	**	40,503.60	19.47	64,805.75	31.16
70	NE	Marina Maintenance Worker II	**	49,618.65	23.86	79,389.84	38.17

E - Exempt

NE = Non-exempt

** Bargaining Unit

Union

Town

Date

Date

Once an employee's base annual compensation reaches the maximum pay range for his or her job classification, the employee shall no longer be eligible for further increases to his or her yearly base compensation until the base compensation for the pay range is increased. In the interim, and effective October 1, 2024, those employees who have reached the maximum of their pay grade shall be eligible for an annual lump sum payment which is not added to their base pay. Bargaining unit employees who are not topped out but whose percentage wage increase in any year of this agreement would put them above the maximum of their pay range will receive a prorated percentage increase to take them to the top out on that year and will receive the remainder of the applicable increase as a one-time lump sum payment which portion will not be added to the base wage.

Commented [BTS]: This language captures what is already being done. Approved at 6/12/2024 Executive Session

Section 2. The Town Manager may in his discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. All employees covered by this Agreement shall receive a ~~two (2) six (6)~~ Three (3) percent cost-of-living increase in their annual compensation ~~as of effective October 1, 2024.~~ There shall be reopeners for wages in the second and third year of this Agreement.

~~All employees covered by this Agreement shall receive a one (1) percent cost of living increase in their annual compensation as of October 1, 2024, October 1, 2025 and October 1, 2026.~~

Additionally, all employees covered by this Agreement shall be eligible to receive the following merit increases based upon the outcome of their individual performance evaluations in the first, second and third year of this Agreement:

For achieving a total rating factor of 1.1 to 2.4	0 percent
For achieving a total rating factor of 2.5 to 3.0	1&1/2 <u>2</u> percent increase
For achieving a total rating factor of greater than 3.0	<u>3</u> percent increase

Section 4. Full-time employees shall receive monetary recognition for length of service with the Town in accordance with the Pay Plan on cardinal years as follows:

\$500.00 shall be awarded to the employee at the completion of five (5) years of regular full-time service with the Town.

At the end of ten (10) years of regular full-time service with the Town, the employee shall receive \$1,000.00 in longevity pay.

Union <u>[Signature]</u>	Town <u>Bonnie M. McArthur IT 11</u>
Date <u>11/8/24</u>	Date <u>11/5/2024</u>

At the end of ten (10) years of regular full-time service with the Town, the employee shall receive \$1,000.00 in longevity pay.

Effective September 1, 2019, employees who reach fifteen (15) years of regular full-time service with the Town shall receive \$2,000.00 in longevity pay.

Upon reaching twenty (20) years of regular full-time service with the Town, the employee shall receive \$3,000.00 in longevity pay.

Employees who reach twenty five (25) years of regular full-time service with the Town shall receive \$4,000.00 in longevity pay; however, employees who exceed twenty-five (25) years of regular full-time service with the Town shall receive no more than \$4,000.00 in longevity pay on the cardinal year anniversaries of their service with the Town.

Those employees receiving longevity pay prior to October 1, 1999 shall continue to receive longevity pay in the amount of \$1,000.00 per year.

NOTE: For purposes of longevity pay, length of service shall mean continuous service with the Town commencing with the initial date of regular full-time employment by the Town.

Section 5. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

Union

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Date

Date

ARTICLE 28
ILLNESS/INJURY IN THE LINE OF DUTY

Section 1. A Town employee who sustains an illness/injury in the line of duty shall pursuant to Chapter 440 Florida Statutes receive a benefit equal to the employee's normal salary less Workers' Compensation, Social Security and any other such benefits received by the employee which are provided by the Town as set forth in the Employee Handbook.

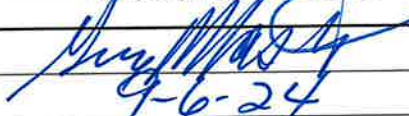
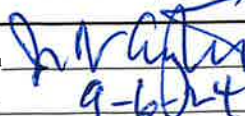
Section 2. If the employee is not fit for full duty upon conclusion of the twelve (12) weeks of unpaid leave and has been released by his or her physician with temporary limitations on duties, the employee will be paid in accordance with the Town's Worker's Compensation Return to Work policy.

Because the Town values its employees, the Town has established its Return to Work ("RTW") program through which employees who have temporary disabilities due to an illness or injury in the line of duty are provided with opportunities to transition back to work when medically feasible. The purpose of this RTW policy is as follows:

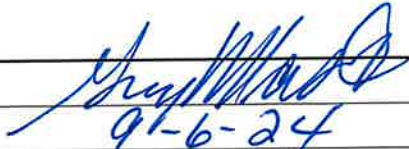
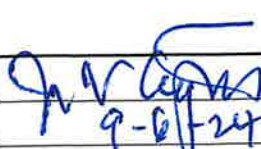
- To assist in the recovery process by providing employees with a goal and focus for returning to full productivity;
- To reduce the financial burden to employees by allowing them to resume full wages as soon as possible; and
- To reduce the Town's Worker's Compensation costs.

Through this RTW program, the Town will compensate employees at the rate of 80 percent of their regular rate of pay, which can be supplemented by the employee's accrued sick and vacation leave banks.

Employees, who as a result of an illness or injury in the line of duty, have been released by their physician to return to work with temporary limitations on duties (e.g., light duty), shall participate in the Town's RTW program. An employee who declines a light duty position that meets his or her physician's requirements may be disqualified from worker's compensation benefits. Employees must directly advise the Human Resources Director that they have been released with such temporary limitations on duties and must request a Return to Work Request Form for completion by the employee and by the employee's physician.

Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>9-6-24</u>
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Once such form has been completed, it must be submitted directly to the Human Resources Director for further processing and to identify duties within the Town that meet such limitations.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 29
RETIREMENT PLANS

Between October 1, 2024 and June 30, 2025, the Town will provide a defined contribution pension plan and deferred compensation plan to all full-time employees of the bargaining unit. Such employees will be able to choose among investment alternatives of the plan for funds contributed on his behalf.

The Town participates in a 401(a) defined contribution plan. Pension benefits for employees begin upon the completion of the initial six-month probationary period for newly hired full-time employees. Such probationary period shall not exceed a 12-month period of continuous full-time employment. The Town contributes 7 & ½ percent of the employee's pay on a bi-weekly basis. The employee's vesting in the pension is as follows:

25% vested	After two years of service
50% vested	After three years of service
75% vested	After four years of service
100% vested	After five years of service

The Town also participates in a 457 deferred compensation plan. For employees who choose to contribute to the Town-sponsored 457 deferred compensation plan, the Town will match either 50%, 75%, or 100% of the first 5% of employee's compensation depending upon number of years of service, as follows:

Years of Service	Percentage
1 – 5 years	50%
6 – 10 years	75%
11+ years	100%

Each member may contribute up to an amount applicable under current law each year to employee's retirement account.

Should the Town desire to modify the pension plan provider, the Town will impact bargain.

Effective July 1, 2025, the Town will begin participating in the Florida Retirement System and the aforementioned retirement plan will terminate.

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The Florida Retirement System (FRS) offers two retirement plans for municipal employees: a pension plan for long-term workers and a defined contribution plan for shorter-service workers.


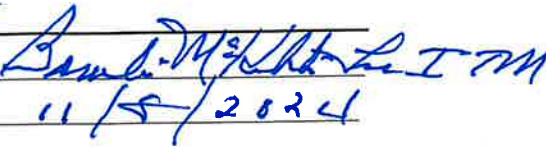
The FRS Pension Plan is a defined benefit plan, in which employees are guaranteed a benefit at retirement if you meet certain criteria. The amount of the employee's future benefit is determined by a formula, based on the employee's earnings, length of service, and membership. Employees will be eligible for a Pension Plan benefit (i.e. be vested) when they complete six years of service (if employees were enrolled in the FRS prior to July 1, 2011) or eight years of service (if employees were enrolled in the FRS on or after July 1, 2011).

The FRS Investment Plan is a defined contribution plan, similar to a private sector's 401(k). Here, contributions are made by the employee and/or the employer into an account in the employee's name, and the employee selects from a range of investment options. The ultimate benefit is determined by the contributions and the investment returns (or losses) over time. The vesting period in this plan is one year of service. Participants in the FRS Investment Plan contribute a portion of their salary towards their retirement savings. The contribution rates are set by legislation and may vary depending on factors such as employee class and salary level. These contributions, along with any employer matching contributions, are invested according to the participant's selected investment options.

The current contribution percentages for both the Pension and Investment plans are:

These contribution percentages are subject to change as mandated by state legislation.

Should the Town desire to modify the pension plan provider, the Town will impact bargain.

Union  Town 
Date 11/8/24 Date 11/5/2024

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ARTICLE 30
SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not affect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein.

Union		Town	
Date	9-6-24	Date	9-6-24

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ARTICLE 31
DURATION OF AGREEMENT

This Agreement shall take effect ~~retroactive to~~ October 1, 202~~14~~⁴⁷ upon ratification by the parties and shall remain in full force and effect through the 30th day of September, 202~~47~~⁴⁷ unless written notice of termination or amendment is given by either party 150 days but not less than sixty (60) days prior to the expiration of this Agreement.

Commented [BT12]: Approved at the 6/12/2024 Executive Session

Union

Town

Date

Date

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Dated this _____ day of _____, 202~~24~~.

ON BEHALF OF THE
TOWN OF LAKE PARK

ON BEHALF OF THE UNION

Federation of Public Employees, A
Division of the National Federation Of
Public and Private Employees (AFL-
CIO)

TOWN MANAGER

BUSINESS REPRESENTATIVE

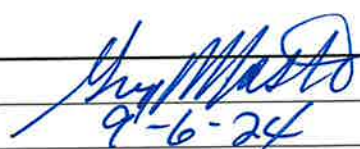
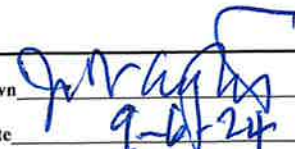
MAYOR

DIVISION PRESIDENT

TOWN SEAL ATTEST:

WITNESS

TOWN CLERK

Union  Town 
Date 9-6-24 Date 9-6-24

DRUG FREE WORKPLACE POLICY

APPENDIX A

Section 1. PURPOSE.

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

This policy is established to provide guidelines on handling incidents of alcohol and/or drug abuse as it relates to the workplace, in compliance with the drug-free workplace requirements under the Florida Statutes Workers' Compensation Chapter (Fla. Stat. § 440.101-02). The legislative intent of the Chapter is to promote drug-free workplaces in order for employers to be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees. Further, drug abuse is discouraged under the statute, and employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. To qualify as having established a drug-free workplace program under Chapter 440 and to qualify for discounts provided under section 627.0915, Florida Statutes, and deny medical and indemnity benefits under this chapter, the Town must implement drug testing that conforms to the standards and procedures established in section 440.102. The Town has implemented a drug-free workplace program in accordance with the notice, education, and procedural requirements taken directly from the comprehensive procedures outlined in Florida Statute § 440.102. Chapter 59A-24 of the Florida Administrative Code, containing the Drug-Free Workplace Standards adopted by the Agency for Health Care Administration, is also hereby incorporated by reference and shall be utilized for all drug testing pursuant to Chapter 440, Florida Statutes.

Union

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Questions concerning the Town's policy should be presented to the Human Resources Director for guidance or clarification.

Section 2. DEFINITIONS.

The definitions set forth in Chapter 440, Florida Statutes, and Chapter 59A-24 Florida Administrative Code will apply to the terms used in this policy. In pertinent part:

- a. **Confirmation test, confirmed test, or confirmed drug test** refer to a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- b. **Drug** means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid¹; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.
- c. **Drug Rehabilitation Program** means a service provider, established pursuant to s. 397.311(33), Florida Statutes, that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
- d. **Drug test or test** refer to any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

¹ "Drug" is defined herein as defined in Fla. Stat. § 440.102(1)(c). The section 440.102 has not been amended since the passage of Fla. Stat. § 381.986, the legislature has not expressly provided an exception to the definition of "drug" for medically prescribed low-THC Cannabis (as defined in section 381.986). "Drug" is therefore interpreted by the Town as including all cannabinoids, including low-THC Cannabis. However, through section 440.102(1)(l)'s reference to section 893.02 (which defines "cannabis" as excluding low-THC Cannabis), this policy shall treat low-THC Cannabis as a prescription drug, and all appropriate rules and requirements shall apply accordingly.

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- e. **Initial Drug Test** means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.
- f. **Job Applicant** means a person who has applied for a mandatory-testing position. Mandatory testing positions include the following:
- Dock Attendant
 - Sanitation Truck Operator Trainee
 - Sanitation Truck Operator I
 - Sanitation Truck Operator II
 - Foreman General Infrastructure
 - Sanitation Foreman
 - Grounds Maintenance Foreman
 - Lead Groundskeeper
 - Stormwater Infrastructure Foreman
 - Stormwater Technician I
 - Stormwater Technician II
- g. **Medical Review Officer or MRO** means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- h. **Prescription or non-prescription medication** refer to drugs or medication obtained pursuant to a prescription as defined by section 893.02², Florida Statutes, or a medication that is authorized pursuant to federal or state law for

² As referenced above in subsection (b), defining "drugs" under this Policy, section 893.02 defines "Cannabis" as excluding "low-THC cannabis", as long as the low-THC cannabis is manufactured, possessed, sold, purchased, delivered, distributed, or dispensed in conformance with section 381.986, Florida Statutes. Accordingly, such low-THC cannabis will be evaluated as a prescription drug, and employees must conform with the requirements of Section 5(f) of this Policy.

Union  Town 
 Date 9-6-24 Date 9-6-24

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general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

- i. **Reasonable-suspicion drug testing** means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
 3. A report of drug use, provided by a reliable and credible source.
 4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
 5. Information that an employee has caused, or contributed to an accident while at work.
 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- j. **Mandatory-testing position** means a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to section 110.1127, Florida Statutes, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
- k. **Special-risk position** means a position that is required to be filled by a person who is certified under Chapter 633 (Fire Prevention and Control) or Chapter 943 (Department of Law Enforcement), Florida Statutes.
- l. **Specimen** means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

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Section 3 NOTICE

- a. Prior to testing, an employee or job applicant shall receive proper notice in the form of this Comprehensive Alcohol and Drug Abuse Policy. Additionally, Chapter 59A-24 of the Florida Administrative Code shall be provided upon request.
- b. The drugs to be tested for are included in the definition provided above. The following is a list of over-the-counter and prescription drugs which could alter or affect a test result:
 - i. Alcohol: all liquid medications containing ethyl alcohol (ethanol). For example: Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof). Check the label of liquid medications for alcohol content.
 - ii. Amphetamines: Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
 - iii. Cannabinoids: Marinol
 - iv. Cocaine: Cocaine HCl topical solution (Roxanne)
 - v. Phencyclidine : Not legal by prescription
 - vi. Methaqualone: Not legal by prescription
 - vii. Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, NOVahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
 - viii. Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
 - ix. Benzodiazepines: Ativan, Azene, Clonpin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
 - x. Methadone: Dolphine, Metadose
 - xi. Propoxyphene: Darvocet, Darvon N, Dolene, etc.

This list is not intended to be all-inclusive.

- c. The following are the name, address and telephone number of the Town's Employee Assistance Program (EAP) through which substance abuse assessment and counseling services are available to Town employees. The Town will pay the cost of such services if the Town's sponsored EAP program is used:

Union *[Signature]* Town *[Signature]*
 Date 9-6-24 Date 9-6-24

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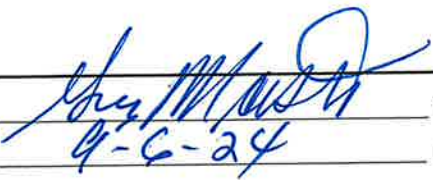
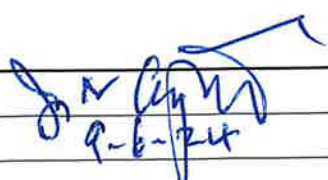
New Directions Behavioral Health, L.L.C
www.ndbh.com

- d. The Town has a collective bargaining agreement, which acknowledges the Town's adherence to Fla. Stat. § 440 and requirements for a drug free workplace policy in conjunction with workers' compensation rights. For employees whose positions are covered by the collective bargaining agreement, appeals of disciplinary actions may be brought forth following the procedures set forth in the collective bargaining agreement. More specifically: All regular full-time and regular part-time employees may make an appeal of disciplinary action or other management decision by addressing the appeal to the Employee Complaint Review Committee (ECRC). In the event of an appeal of disciplinary action, the employee may request such an appeal requesting that the ECRC determine the appropriateness of the recommended disciplinary action. Such request shall be submitted in writing to the Human Resources Director within five (5) workdays of the disciplinary recommendation using the prescribed form. The Human Resources Director shall forward the request to the Town Manager who shall submit the request to the ECRC to convene the meeting.

Section 4 WHEN TESTING MAY BE REQUIRED

The Town may require an employee to submit to tests for the presence of drugs after proper notice, under any of the following circumstances:

- As part of the initial screening process for job applicants applying for special-risk or mandatory-testing positions, as defined above.
- Whenever an employee's job classification is changed such that the new job classification is a special-risk or mandatory-testing position, as defined above.
- Whenever Reasonable-Suspicion Drug Testing is warranted, as defined above.
- As part of routine fitness for duty drug testing for employees in special-risk or mandatory-testing positions.
- Information that an employee has caused, or contributed to, an accident while at work.

Union  Town 
Date 9-6-24 Date 9-6-24

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The following job positions require a current commercial drivers' license and are subject to routine fitness for duty drug testing every two years:

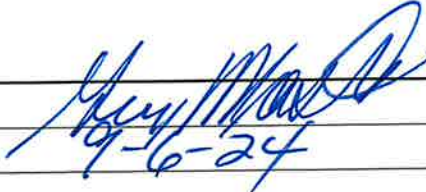
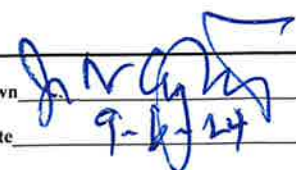
- Foreman General Infrastructure
- Sanitation Foreman
- Vehicle Maintenance Foreman
- Sanitation Truck Operator Trainee
- Sanitation Truck Operator I
- Sanitation Truck Operator II
- Maintenance Worker
- Facilities Maintenance Worker II
- Stormwater Infrastructure Foreman
- Stormwater Technician I
- Stormwater Technician II

For follow-up drug testing, if the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employee is required to submit to a drug test as follow-up to such program, unless the employee voluntarily entered the program. In those cases, the Town has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a two year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

Section 5 DRUG USE PROHIBITIONS FOR ALL EMPLOYEES

Though mandatory testing may only be conducted under the circumstances listed and described above, the following conduct is prohibited for all employees pursuant to the Town's effort to provide a safe, healthy, drug-free workplace and promote a drug-free community:

- (a) All employees are prohibited from manufacturing, distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of drugs (as defined in the policy) while on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise performing Town duties away from the Town.
- (b) An employee who is perceived to be under the influence of drugs will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors and will conduct the appropriate drug test if reasonable suspicion is found. The determination of what action is appropriate in each case rests solely with the Town.

Union 	Town 	
Date 9-6-24	Date 9-6-24	

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- (c) Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Director who shall immediately notify the Human Resources Director.
- (d) For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.
- (e) The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. An employee who is using prescription medication while on the job shall do so in strict accordance with medical directions. It is the employee's responsibility to notify the prescribing physician of the duties required or performed to ensure that the physician approves the use of the prescription medication while the employee is performing their job duties. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property.
- (f) It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Section 6 TESTING PROCEDURES AND EMPLOYEE PROTECTION

The following procedure will be used for testing in accordance with this Policy and Chapter 440:

- A. A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

Union <u><i>[Signature]</i></u>	Town <u><i>[Signature]</i></u>
Date <u>9-6-24</u>	Date <u>9-6-24</u>

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- B. Specimen collection must be documented and the documentation procedures shall include: (1) labeling specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results; and (2) a form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test but shall be taken into account in interpreting any positive confirmed test result.
- C. Specimen collection, storage, and transportation to testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.
- D. Each confirmation test conducted shall be conducted by a licensed or certified laboratory pursuant to Chapter 440.
- E. A specimen may be taken or collected by: a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment; or a qualified person employed by a licensed or certified laboratory as outlined in Chapter 440.
- F. The person who collects or takes a specimen shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.
- G. Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be tested and for the integrity of the chain of custody during such transfer.

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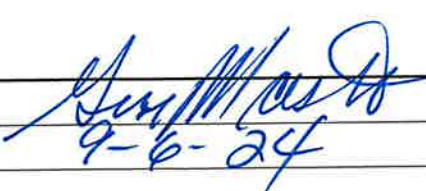
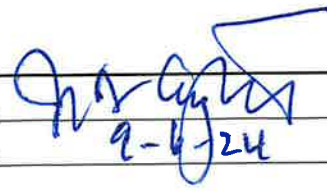
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- H. Within 5 working days after receipt of a positive confirmed test result from the medical review officer, the Town shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide the employee or job applicant a copy of the test results upon request.
- I. Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the Town explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.
- J. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the Town, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the Town to the employee or job applicant; and all such documentation shall be kept confidential by the Town pursuant to Chapter 440 and shall be retained by the Town for at least 1 year.
- K. The Town may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.
- L. The Town shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.
- M. The Town shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the Town.
- N. The Town shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the Town, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. Unless otherwise provided by a collective bargaining agreement, the Town may select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.
- O. If drug testing is conducted based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the Town pursuant to subsection (8) of Section 440.102, and shall be retained by the employer for at least 1 year.

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- P. All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.
- Q. Confirmation Testing
1. If an initial drug test is negative, the Town may in its sole discretion seek a confirmation test.
 2. Only licensed or certified laboratories may conduct confirmation drug tests.
 3. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.
 4. If an initial drug test of an employee or job applicant is confirmed as positive, the Town's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

Section 7 TOWN PROTECTION

- a. An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.
- b. No physician-patient relationship is created between an employee or job applicant and the Town or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.
- c. If an employee or job applicant refuses to submit to a drug test, the Town is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or applicant as otherwise provided in Section 440.102.

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Section 8 CONFIDENTIALITY PURSUANT TO SUBSECTION (8) OF SECTION 440.102, FLORIDA STATUTES

- d. Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.
- e. The Town laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:
1. The name of the person who is authorized to obtain the information.
 2. The purpose of the disclosure.
 3. The precise information to be disclosed.
 4. The duration of the consent.
 5. The signature of the person authorizing release of the information.
- f. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.
- g. This subsection does not prohibit the Town, an agent of the Town, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.
- h. In accordance with Attorney General Opinion 2013-19, drug test results obtained by the Town pursuant to this drug-testing program are not subject to inspection or copying pursuant to a request under Chapter 119, Florida Statutes, Florida's Public Records Law.

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Section 9 DRUG TESTING STANDARDS FOR LABORATORIES

The Town will follow the Drug-Testing Standards for Laboratories as outlined in subsection (9) of Section 440.102, Florida Statutes. Also see the drug-testing standards included in Chapter 59A-24 of the Florida Administrative Code, which will be provided upon request.

Section 10 EMPLOYEES TESTING POSITIVE FOR DRUG USE

- i. If an employee in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the Town must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.
- j. An employee in a special-risk position may be discharged or disciplined by the Town for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the Town, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

Section 11 ARREST OR CONVICTION FOR DRUG-RELATED CRIME

- A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:
 - 1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or other disciplinary action, or the employee may be reinstated depending upon the facts and circumstances.
 - 2. If convicted of a drug-related crime, an employee will be terminated from employment.

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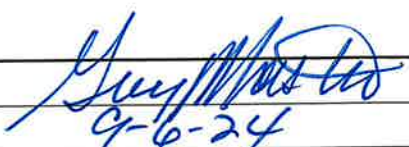
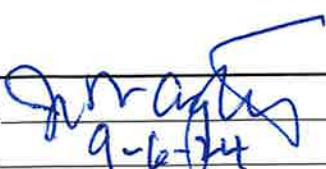
3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.
 4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.
- B. As a condition of continued employment, an employee shall notify the Town of any criminal drug statute arrest or conviction immediately or by the beginning of the next business day.

Section 12 DENIAL OF BENEFITS

The Town shall deny an employee medical or indemnity benefits under Chapter 440 for a violation of the Drug-Free workplace program implemented by the Town.

Section 13 INVESTIGATIONS/SEARCHES

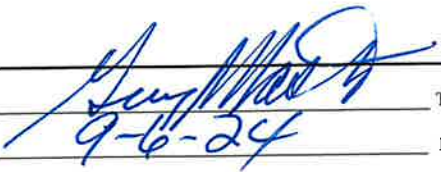
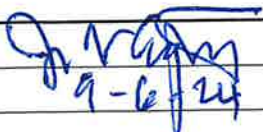
- A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.
- B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.
- C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

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- D. Employees will be subject to discipline, up to and including termination of employment for refusing to cooperate with searches or investigations.

Section 14. The Town agrees to reimburse employees for any costs not covered by Town insurance for required physical examinations.

Union		Town	
Date	9-6-24	Date	9-6-24



Federation of Public Employees

A Division of National Federation of Public and Private Employees (AFL-CIO)
 An Affiliate of District 1 - MEBA (AFL-CIO)
 1700 NW 66th Avenue, Suite 100, Plantation, Florida 33313
 Phone: (954) 797-7575 ~ Fax: (954) 797-2922

EXHIBIT A

- ☐ Application for Membership or
☐ Notice of New Employment

Employer _____ Recruited by _____ Hire Date _____

I hereby apply for membership in the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO). In so doing, I agree and promise to faithfully obey the Constitution and By-Laws and to conform to all the rules of the Federation, pending the final acceptance as a member.

Further, I attest that I do not believe in, and am not a member of, nor do I support any organization that believes in or teaches the overthrow of the United States government, by force or by illegal or unconstitutional methods. I certify that the statements in this application are true.

I further designate the beneficiary identified below for purposes of any and all union sponsored benefits unless otherwise designated on a separate form specific to that benefit:

(Please Print or Type)

Name (print) _____ Home Ph. _____ Cell Ph. _____
 Last First Middle area code number area code number

Birth date: _____ Soc. Security #: _____ Employee # _____

Job Classification: _____ Marital Status: ☐ male ☐ female

Address: _____
 Street Apt. # City State Zip Code

E-Mail Address _____

Previous Membership: Date Withdrawn: _____

Your Signature: _____ Date Signed: _____

Closest Living Relative: _____ Relationship: _____

Beneficiary: _____ Relationship: _____

Please circle your shirt size: S M L XL XXL XXXL

Authorization to Deduct

To (My Employer)

I hereby assign to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO), from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Federation and become due to it as my membership dues in said Federation.

This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification to my employers and the Federation.

Dues, contributions or gifts to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO), are not deductible as charitable contributions for Federal income tax purposes. Dues paid to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO), however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Department/Location: _____ Name (print): _____

Work and/or Cell #: _____ Name (signature) _____

Soc. Security #: _____ Today's Date: _____

PUB.revised 02/14/2011

For Office Use Only

Date Approved by DIC: _____ Date Approved by Membership: _____ Representative's Signature: _____

Union _____ Town _____

Date _____ Date _____

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EXHIBIT B

GRIEVANCE FORM & PUBLIC RECORDS REQUEST CHAPTER 119



FEDERATION OF PUBLIC EMPLOYEES

A division of the National Federation of Public & Private Employees
 Affiliated with District 1-MEBA (AFL-CIO)
 1700 N.W. 66th Avenue * Suite 100-B, Plantation, Florida 33313
 Office (954) 797-7575 Fax (954) 797-2922



Employer	Employer Phone	Grievance	Date
Member's Name	Location/Dept	Classification	
Member's Address		Phone:	
Immediate Supervisor's Name		Phone:	

1.

2. Specify the Article's of the Agreement which is/are violated:

3. What is the remedy and/or relief sought?

Please allow this letter to serve as the Federation's formal request pursuant to Florida Statutes 119 & 447 as follows:

- | | |
|---|--|
| <input type="checkbox"/> All documents relied on in imposing discipline | <input type="checkbox"/> Witness statements |
| <input type="checkbox"/> Employee evaluations; discipline | <input type="checkbox"/> Job descriptions for grievant |
| <input type="checkbox"/> All time cards for the last ___ months | <input type="checkbox"/> Personnel file (see attached release) |
| <input type="checkbox"/> All memoranda/emails, video tapes, cd-roms, floppy disks
pertaining to the above-listed | <input type="checkbox"/> Other: |

I hereby authorize the Federation of Public Employees to act for me in the disposition and settling of this grievance.

Date: _____ Employee Signature _____
 Date: _____ Steward's Signature _____
 Date: _____ Representative's Signature _____



Union _____ Town _____
 Date _____ Date _____

CBA IN FINAL FORMAT

Collective Bargaining Agreement

between

the Town of Lake Park

and

**The Federation of Public Employees, a Division of the National Federation of Public
and Private Employees, (AFL-CIO)**

October 1, 2024 – September 30, 2027

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town", and the Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO), hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

The Town recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) as the exclusive bargaining agent for all regular full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

Operations Technician I, Foreman General Infrastructure, Sanitation Foreman, Grounds Maintenance Foreman, Custodian, Mechanic I and II, Facilities Mechanic I and II, Facilities Maintenance Worker I, II and III, Grounds Maintenance Worker II, Equipment Operator I, II, and III, Maintenance Worker I, II and III, Irrigation Technician I and II, Traffic Maintenance Technician I and II, Storm Water Technician I and II, Grounds Maintenance Crew Leader, Vehicle Maintenance Foreman, and Dock Attendant. Specifically excluded are all other employees of the Town of Lake Park.

Employees in the certified bargaining unit description under Public Employment Relations Commission (PERC) Certification No. 1504 and as amended on December 21, 2012 are the recognized bargaining unit, plus the following new positions: Groundskeeper, Lead Groundskeeper, Irrigation Technician, Maintenance Worker, Mechanic, Sanitation Truck Operator I, Sanitation Truck Operator II, Stormwater Infrastructure Foreman, Stormwater Technician, Marina Maintenance Worker, and Sanitation Truck Operator Trainee.

Both parties agree in the future to a UC petition to PERC.

ARTICLE 2
NON-DISCRIMINATION

Section 1. All references in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2. Neither the Union, its representatives or members, nor the Town, or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his membership or non-membership in any union.

Section 3. Neither the Union, its representatives or members, nor the Town or its representatives shall discriminate against any employee regardless of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

Section 4. The Town and the Union agree that the provisions of this Agreement shall apply to all bargaining unit employees, without regard to race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression, genetic information, pregnancy, military status, veteran status, or any other protected category, status, or activity under federal, state, or local law.

ARTICLE 3 DUES DEDUCTION

Section 1. Upon receipt of a lawfully executed written authorization form from a bargaining unit employee, the Town agrees to deduct the current regular Union dues from the employee's pay once each pay period and remit such deductions along with each members first, middle and last name, amount of deduction, and the date of deduction to the Union office within fifteen (15) working days from the date of deduction. The Union will notify the Town in writing, thirty (30) days prior to any change in its regular dues structure. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for union dues and uniform Union assessment except for garnishment in accordance with state law.

Section 2. Any member who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation with a copy to the employer, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.

Section 3. The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

Section 4. The Employer will provide to the Union at the Union's office, on an annual basis and as changes, modifications or adjustments, occur, a roster of all employees of this bargaining unit to include first name, middle initial, last name, I.D. #, job pay grade, date of hire, home address, home telephone number, and work location.

Section 5. The Union shall indemnify and hold the Town harmless against any claim made against the Town by any employee concerning any dispute over the deduction of Union dues.

Section 6. Union deductions including any amounts to the Federal Voluntary Political Action and/or Scholarship Fund shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. Such deductions shall be transmitted to The Federation within thirty (30) days after the deductions have been made. The Town agrees to provide such payroll type codes as are necessary to comply with these provisions. The Federation shall hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by Town to comply or attempt to comply with the provisions of this section.

ARTICLE 4 UNION BUSINESS

Section 1. The Union may designate two (2) members of the bargaining unit as a Union representative, and (2) members of the bargaining unit as an alternative representative who will be permitted to act as the Union representative in the absence of the designated Union representative, such designation to be in effect during the term of this Agreement. The Union shall advise the Town, in writing, of the names of its bargaining unit representative and alternate at the time the Agreement is executed and within thirty (30) days of the date any changes are made.

Section 2. One bargaining unit representative or alternate, in the absence of the Union representatives, will be allowed up to one (1) hour without loss of pay to discuss a grievance, after obtaining permission from the representative's (or alternative's) supervisor. Such permission shall not be unreasonably withheld, but will not be granted if:

- (a) Absence of the employee would jeopardize Town operations,
- (b) Absence of the employee would result in overtime,
- (c) Absence of the employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of four (4) hours in any calendar month.

Section 3. Any member of the Board of Directors of the Union attending State and National functions of the Union will attend such functions after providing appropriate notice using accrued leave time, due compensatory time, or, if approved, leave without pay.

Section 4. The Union, its members, agents, representative or any person acting on its behalf are hereby prohibited from:

- (a) Soliciting public employees during working hours of any employee who is involved in the solicitation.
- (b) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, the Lake Park Harbor Marina and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

ARTICLE 5
BULLETIN BOARD

Section 1. The Town shall furnish space for a bulletin board in the department for the exclusive use of the Union in connection with Union business.

Section 2. Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this section.

Section 3. Any notice placed on the bulletin board shall bear on its face the name of the person responsible for placing such notice or item on the board, and the date of posting.

ARTICLE 6 PROHIBITION OF STRIKES

Section 1. Strike definition: "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the Town, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment of the rights, privileges, or obligations of their employment or in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

Section 2. The Union agrees not to engage in a strike as defined in Section 1 of this article.

Section 3. Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

Section 4. In the event of a strike, as defined presently in the Public Employee Relations Act, Section 447.203(6), with the cooperation of the Town Administration, the local representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Town within twenty-four (24) hours after the commencement of such strike, what measure it has taken to comply with the provision or the provisions of this Article.

Section 5. Failure to abide by the terms set forth in this Article shall permit either party to seek recourse in accordance with Florida Statutes Chapter 447.501, Part II (as interpreted by the Public Employees Relations Commission).

Section 6. The Town shall not lock out employees. Lock out is defined as the withholding of employment by the Town from its employees for the purpose of either resisting their demands or gaining a concession from them.

ARTICLE 7 MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, in accordance with applicable laws, regulations and provisions of the Handbook of Procedures and Policies for Employees of the Town of Lake Park, hereinafter referred to as the "Employee Handbook", not in conflict with this Agreement, including but not limited to the following:

- (a) To manage and direct the employees of the Town.
- (b) To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- (c) To suspend, demote, discharge or take other disciplinary action against employees for cause.
- (d) To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- (e) To maintain the efficiency of the operations of the Town.
- (f) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- (g) To determine the organization to Town Government.
- (h) To determine the number of employees to be employed by the Town.
- (i) To determine the number, types and grades of positions of employees assigned to an organization unit, department or project.
- (j) To determine internal security practices.
- (k) To determine matters included in Employee Handbook and Administrative Policies.

Section 2. The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

Section 3. If it is determined that a civil emergency and conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Town Manager or his designee during the period of the declared emergency, provided that pay and other compensation shall not be suspended.

Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions, is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.

Section 5. Delivery of Town services in the most efficient, effective and courteous manner is of paramount importance to the Town of Lake Park. Accordingly, Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 6. Those inherent managerial functions, prerogatives and policy making rights which the Town has not expressly modified or restricted by a specific provision of this Agreement, are not in any way directly, or indirectly, subject to the grievance or arbitration procedures contained herein.

ARTICLE 8 GRIEVANCE AND ARBITRATION

Section 1. A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member of the Union which involves the interpretation of, application of, or compliance with the provisions of this Agreement or the rules and regulations of the Town. A grievance shall be processed in the following manner:

Step 1 (Informal Meeting) Within five (5) working days of the occurrence of any event, giving rise to a grievance or the affected parties first knowledge of an event that is basis for a grievance, a shop steward and the grievant employee, of the Union will first discuss any grievance informally at Step 1 meeting with his immediate supervisor and seek resolution. If the grievant is a supervisor, the grievance shall be submitted directly at Step 2.

Step 2 If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10) working days of the conclusion of the Step 1 informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Director on the form attached to this Agreement as Exhibit "B". The Department Director, or in his absence the Department Director's designee, shall meet with the Employee, Shop Steward and/or the Union Business Representative within ten (10) working days of receipt of the written grievance. The Department Director will render a decision in writing within five (5) working days from the Step 2 grievance meeting.

Step 3 Within ten (10) working days from the time that the Union receives, at the Union office, the Department Director's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Director, then the Union shall give notification to file Step 3 grievance with the Town Manager.

The Town Manager or his designee shall convene the Step 3 grievance meeting within ten (10) working days of notification by the Union of its intent to move to Step 3. The Town Manager, or designee, will render a decision in writing within ten (10) working days after the Step 3 meeting.

Step 4 If the grievance is not resolved at Step 3, the Union may file a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of Step 3 answer at the Union office.

Section 2. Failure of the Town to respond to a grievance within the time periods set forth in this Article 8 shall result in automatic advancement of the grievance to the next step. Failure of the employee or the Union to comply with the time periods set forth in Article 8 shall result in the grievance being abandoned. However, the parties may mutually agree in writing to extend the time periods herein.

Section 3. When a grievance applies to two or more employees or a discharged employee it shall be presented in writing directly at Step 3 of the Grievance Procedure, within the time limits provided for the submission of a grievance at Step 2 from receipt at the Union Office and shall be signed by the employee (in the case of a discharge only) and the Shop Steward or Union Business Representative on their behalf.

Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator within seven (7) working days after receiving the FMCS panel. The parties further agree that the arbitrator may be notified telephonically of his selection and that the time periods for expedited arbitration set forth herein shall be communicated to the arbitrator at the time he or she is notified of his selection.

Section 5. The cost of the arbitrator's fee and the arbitrator's expenses shall be borne equally by the parties. Each party shall bear its own costs for all other expenses they incur.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

Section 7. In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and if that is determined to be arbitrable, shall rule on the merits of the grievance.

ARTICLE 9 DOCUMENTS

Section 1. The Town agrees that an employee shall be given a copy of all material placed in the person's individual file and shall have the right to include written refutation (including witness statements) of any material considered by the employee to be detrimental.

Section 2. The Town agrees that an employee shall have the right to inspect his official personnel record and shall have the right to make copies of this record for his use at no cost to the employee.

ARTICLE 10 PROMOTIONAL POLICIES

Section 1. The Town will post written announcements of promotional opportunities at least ten (10) working days prior to the closing date for applications. Applications submitted after the closing date shall not be considered.

Section 2. When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications are equal among competing employees, seniority will be the basis of selection. For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position.

Section 3. An employee filling a promotional vacancy shall serve a probationary period of 180 days. If during the trial period the employee cannot satisfactorily perform the duties of the position, the employee shall be returned to his former status with no loss of seniority.

Section 4. If an employee is promoted to a higher pay grade within the bargaining unit, he shall be entitled to a pay increase equal to either the entry level pay or a five percent (5%) increase from their then current salary, whichever is greater.

ARTICLE 11
PROBATIONARY PERIOD

New employees will be classified as probationary employees for the first six (6) months of continuous employment, during which time such employees may be laid off or discharged and will have no right to grieve or appeal their discharge. The Town agrees that employees who are laid off or discharged during their probationary period shall have the right to discuss their discharge with their immediate supervisor and the Department Director.

ARTICLE 12 SENIORITY AND LAY-OFF

Section 1. For the purpose of this Agreement, seniority shall be defined as the total length of a regular full-time employee's and a regular part-time employee's continuous service within the bargaining unit recognized by this Agreement. Regular part-time employees shall accrue seniority on a pro-rated basis, based on the number of hours worked (except as provided below). Seniority shall continue to accrue during all types of paid leave approved by the Town, and for the first three (3) months of all other leave approved by the Town. An employee shall lose all seniority only upon any of the following:

- (a) resignation;
- (b) discharge;
- (c) lay off for a period of more than twenty-four (24) months;
- (d) retirement;
- (e) the expiration of an approved leave of absence of more than one (1) year, if the employee does not return to work;

Section 2. Newly hired probationary employees shall accrue no seniority until they become regular full-time employees, whereupon their seniority will date from the first date of continuous employment.

Section 3. The Town shall establish a seniority list for bargaining unit employees, post the seniority list and provide a copy to the Union Business Representative mailed or facsimiled to the Union office annually and as changes, modifications or adjustments occur or at the same time that any lay-off is announced.

Section 4. The Town Manager shall determine the classification and number of employees to be laid off. When the lay-off occurs, employees shall be laid off in the inverse order of their seniority within the bargaining unit at the time of the lay-off.

In the event of a lay-off, the Town will notify the affected employees and the Union in writing at least thirty days prior to the effective date of the lay-off. If thirty days' notice is not provided, then the Town will pay the employees the difference between 30 calendar days and the date of notice.

If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less senior employee into a job for which they are most qualified within the bargaining unit based upon documentation of their qualifications.

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee within the bargaining unit (based upon documentation of their qualifications) shall be retained.

Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall notice will be made by certified mail to the last address on the employee's records. It shall be the employee's obligation to provide a current address to the Town. Recalled employees must notify the Town of their acceptance of recall within five days of receipt of the recall notice

Section 6. Vacation Leave. Vacation scheduling conflicts shall be resolved on the basis of seniority, if notice has been given to the Town of thirty (30) days or more. If less than thirty (30) days' notice has been given by the employee, vacation may be approved by the Department Director on a first come, first served basis.

ARTICLE 13
DRUG FREE WORKPLACE

The Town has established a drug free workplace for its employees, and its Drug Free Workplace Policy is hereby incorporated into and made a part of this Agreement as Appendix A.

ARTICLE 14
HOURS OF WORK AND
OVERTIME COMPENSATION

Section 1. The normal workweek for full-time bargaining unit employees shall consist of five (5) eight (8) hour workdays, usually Monday through Friday, 7:30 a.m. to 4:00 p.m., except employees assigned to the Lake Park Harbor Marina, which may work an alternate schedule consistent with the Lake Park Harbor Marina's seven (7) days per week operation (or Monday through Sunday operation). Management shall provide to affected employees advance notice of no less than 30 days if such workweek needs to be changed.

Section 2. Overtime shall be authorized and approved in advance by the applicable Department Director only in instances necessary to ensure the efficient operation of Town business as determined by the Department Director or designee. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1½) times the employee's regular prevailing hourly rate, and paid in the form of money compensation in the employee's next regular paycheck for the period during which the overtime was worked, or compensatory time, at the employee's option.

Time worked for the purposes of calculating overtime does include holidays and excluding all scheduled and unscheduled leave time.

Section 3. A call back is a request by management to return to work at a time when an employee is not regularly scheduled to work. When an employee is required to return to work at a time that is not continuous with his regular hours of work, the employee will be paid a minimum of two hours at the prevailing rate of pay, regardless of whether the actual hours worked are less than two hours. All call-back time will be paid at time and one-half the employee's regularly prevailing hourly rate, regardless of actual hours worked in the particular week.

Section 4. During a declared emergency and during regular working hours, non-exempt full-time employees who are not required to work by the Town Manager may be sent home and paid their regular rate of pay based upon their scheduled hours.

Section 5. Employees who work on holidays shall receive premium pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of Article 20 (Holidays).

ARTICLE 15
WORKING OUT OF PAY GRADE

Section 1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher pay grade for three (3) consecutive work days (24 hours) or more shall be paid, in addition to his normal wages, an incentive payment equal to five percent (5%) of the employee's regular hourly rate or the minimum rate of pay for that temporary pay grade actually worked, whichever is greater for each hour worked in the higher pay grade.

Section 2. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties as a foreman for three (3) consecutive work days (24 hours) or more shall be paid at the entry rate of the foreman pay grade, or 5% above the employee's prevailing hourly rate of pay, whichever is greater, for all hours worked.

Section 3. Upon approval by the Town Manager, any full time or part time employee temporarily assigned to perform the work duties of a higher pay grade that is management in nature for five consecutive workdays (40 hours), or more, shall receive up to a five (5) percent differential or shall be paid at the entry rate of such higher pay grade whichever is greater.

ARTICLE 16
SAFETY AND EQUIPMENT

Section 1. The Town agrees to provide all employees with safety shoes and agrees to repair or replace such shoes as determined in the judgment of the Foremen.

Section 2. Safety shoes shall be worn by Public Works Department employees at all times, while on the job unless there exists reasonable justification for failing to do so. An employee reporting for work without safety shoes shall report such fact to the Department Director, or designee, prior to starting work.

Section 3. The Town shall abide by all federal and state safety requirements pertinent to members of this bargaining unit. The Town shall provide all necessary safety equipment, including safety shoes and protective clothing, as required. All employees must use safety equipment.

Section 4. The Town will issue uniforms to all employees who are required to wear them, unless the Department Director approves an exception. The uniforms will be purchased by the Town or provided through a uniform company at the sole discretion of the Town. Uniforms shall only be worn during work hours and employees shall not wear Town uniforms in public unless they are on paid status.

ARTICLE 17

TRAINING

The Town shall pay for the cost of any training that is necessary for an employee to maintain any required licenses or certifications or to enhance the employee's job knowledge, or to qualify the employee for promotion purposes, subject to the current fiscal year's budget of the department in which the employee is working and other operational concerns as determined in the sole discretion of the Department Director.

ARTICLE 18
EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES

Section 1. The Federation recognizes and acknowledges that the Town has the right to maintain appropriate discipline among its employees. Employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a respectful manner that reflects positively upon the Town. The Town shall have the right to discipline its employees for cause. Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, that employee shall be subject to disciplinary action as appropriate.

All employees must first be given a notice of the infraction within ten (10) business days after the occurrence of the infraction or management's first knowledge of the infraction. Such notice can be provided to the employee in person, by certified mail, or by email.

All discipline shall be progressive and corrective in nature rather than punitive and should follow the discipline steps outlined in this article. However the discipline steps may be skipped depending on the nature or severity of the infraction, such as theft, fighting, drinking or possession of illegal drugs.

Section 2. Progression of disciplinary actions that may be taken against Town employees may include:

- (a) Documented Written Verbal reprimand
- (b) Written reprimand
- (c) Suspension of one (1) to three (3) days without pay
- (d) Suspension greater than three (3) days without pay
- (e) Discharge of Employment

Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the meeting, if the employee requests one and if the employee has reasonable grounds to believe the meeting may result in disciplinary action against the employee.

Section 4. The Town reserves the right to treat each disciplinary occurrence individually. The Town further reserves the right and has the duty to judge each incident separately, and may modify penalties to include lesser or more severe penalties when appropriate circumstances exist.

Documented verbal written reprimands (for Category I offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offense during the succeeding twenty-four (24) months. Documented written reprimands (for Category II offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offenses during the succeeding 36 months.

Section 5. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of the Town's business and reasonable penalties for violations of such rules provided said rules and regulations do not conflict with any provisions of this Agreement or any terms and conditions of employment.

ARTICLE 19 EDUCATION

The Town may reimburse its employees for some or all of their tuition expenses, and textbooks in accordance with Town policy provided that the coursework is taken at an accredited educational institution and that the coursework is related to the employee's job function and the employee executes an agreement with the Town to remain in the Town's employment for two years following completion of the last reimbursed course. In the event that the employee does not remain in the Town's employment for two years following the completion of any class, then in accordance with the agreement executed between the Town and the employee, the employee shall reimburse any and all funds that have been paid by the Town within the last 24 months. The employee seeking such reimbursement shall enter into an agreement with the Town setting forth the above requirements, which agreement shall be approved by the Town Commission on a case-by-case basis.

The Town reserves the right to modify its tuition reimbursement program depending upon availability of funding. In the event the Town modifies the tuition program, this section of the collective bargaining agreement shall be deemed to have been modified in accordance with the Town's modifications.

The Town further reserves the right to cap the amount of per credit hour reimbursement for employee coursework in an amount not to exceed the State of Florida's university system credit hour cost.

In order to qualify for reimbursement and prior to the payment of any tuition:

- No later than April 1, an employee seeking tuition reimbursement, shall submit such information on the course(s) for which he is seeking reimbursement to his Department Director which demonstrates to the satisfaction of the Department Director that the courses are related to the employee's job function; and
- Employees shall not be entitled to reimbursement pursuant to this section unless funding for education has been included in the approved town budget for the fiscal year in which reimbursement is sought

Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Director.

The employee shall provide a copy of all grade reports to the Human Resources Director upon receipt by the employee.

Reimbursement shall be based upon receipt of the grade achieved or the equivalent record of achievement such as a transcript as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C.....	No reimbursement

If the employee is working toward a degree, the course cost shall not be reimbursed if it is not a documented required course for obtaining the degree sought.

ARTICLE 20 HOLIDAYS

Section 1. The Town agrees to recognize the following paid holidays for bargaining unit members:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Spring Holiday (as set forth in the Annual Town Calendar)
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Winter Holiday (day before Christmas)
Christmas Day
Floating Holiday*
Employee's Birthday Holiday**

In the event that the holiday occurs on a weekend, the workday closest to the holiday shall be the observed paid holiday.

*The Floating Holiday of the Employee's Choice must be scheduled and taken during the applicable fiscal year (i.e. October 1 through the last full pay period in the month of September). The Floating Holiday leave must be used in a minimum of eight hour increments.

**The employee's Birthday Holiday must be taken before the last day of the month immediately preceding the employee's birthday or it will be forfeited. Employees must be employed as a regular full-time or regular part-time employee on the date the birthday occurs in order to be eligible for the Birthday Holiday. The employee must notify the supervisor and obtain department approval prior to designating and taking either of these holidays. Regular full-time employees must use the Birthday Holiday in a minimum of four hour increments. Regular part-time employees must use the Birthday Holiday six or seven hour increments depending upon their regular part-time work schedule.

For example, if they are 60 hour biweekly part-time employees, they are entitled to six Birthday Holiday hours and must take them in a six hour increments. If they are 70 hour bi-weekly part-time employees, they are entitled to seven Birthday Holiday hours and must take them in a seven hour increments.

Section 2. Employees must work their entire scheduled work day before and their entire scheduled work day after the holiday (or be on approved paid leave) in order to be paid for the holiday, unless the holiday occurs while the employee is on paid time off.

ARTICLE 21
VACATION LEAVE, SICK LEAVE, PAYMENT IN LIEU OF SICK LEAVE UPON
SEPARATION FROM SERVICE, AND PERSONAL LEAVE

VACATION LEAVE

Section 1. Vacation leave shall accrue in accordance with the schedule set forth below:

	<u>Hours/Bi-weekly</u>	<u>Days</u>
	<u>Pay Period</u>	
Through completion of 5 years of service	5.0	16.25
6 years through completion of 10 years of service	6.0	19.5
After completion of 10 or more years of service	8.0	26

All regular part-time employees shall earn vacation leave on an annual basis based upon the number of hours they work per year, as follows:

0 to 5 years of employment:

For 50 hours worked per pay period – 3.125 hours per pay period or 81.25 hours per fiscal year

For 60 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 70 hours worked per pay period – 4.375 hours per pay period or 113.75 hours per fiscal year

6 – 10 years of employment:

For 50 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 60 hours worked per pay period – 4.5 hours per pay period or 117 hours per fiscal year

For 70 hours worked per pay period – 5.25 hours per pay period or 136.5 hours per fiscal year

10+ years of employment:

For 50 hours worked per pay period – 5 hours per pay period or 130 hours per fiscal year

For 60 hours worked per pay period – 6 hours per pay period or 156 hours per fiscal year

For 70 hours worked per pay period – 7 hours per pay period or 182 hours per fiscal year

Section 2. Vacation leave may be used by the employee for the purpose of vacation, in accordance with the provisions set forth within this Article.

Section 3. Vacation leave may accrue to a maximum of 480 hours, (60 days); upon separation of employment no employee shall be paid more than a maximum of 240 hours (30 days) of vacation leave.

Section 4. Employees are encouraged to use at least five (5) vacation leave days per calendar year for purposes of vacation.

Section 5. An employee seeking to use his vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Director at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive working days must be submitted to the office of the Department Director at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Director, which approval shall not be unreasonably withheld. The Department Director, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this Section

Section 6. An employee may take all of his accrued vacation leave for purposes of vacation and/or personal matters, up to a maximum of four (4) weeks at any one time, at the discretion of the Department Director.

Section 7. Probationary employees shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town.

Section 8. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination.

SICK LEAVE

Section 9: All full-time employees shall accrue sick leave at the rate of 2.16 hours per pay period, or seven (7) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

All regular part-time employees shall earn sick leave on an annual basis based upon the number of hours they work per year, as follows:

For 50 hours worked per pay period – 1.35 hours per pay period

For 60 hours worked per pay period – 1.62 hours per pay period

For 70 hours worked per pay period – 1.89 hours per pay period

Section 10: To be granted sick leave with pay, the following procedures must be strictly adhered to:

- (a) The employee shall notify the Department Director or their supervisor not later than one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employee's absence shall result in an unauthorized leave without pay for that day.
- (b) Sick leave shall not be authorized prior to the time it is earned and credited to the employee.
- (c) Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.
- (d) Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Director and the Town Manager.
- (e) Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence the employee shall be required to submit medical documentation directly to the Human Resources Director. Employees who because of a physical or mental disability require accommodation in order for them to perform the essential functions of their jobs must directly advise the Human Resources Director of this so that the Town can process their request for reasonable accommodation as set forth at Article 22 herein.

Abuse of Sick Leave privileges such as reporting sick when not sick or obtaining Sick Leave under false pretenses may be cause for disciplinary action, up to and including termination of employment.

Use of sick leave requires that the employee call in on a daily basis in accordance with Town leave procedures.

PAYMENT IN LIEU OF SICK LEAVE UPON SEPARATION FROM SERVICE

Section 11. The Town will provide payment in lieu of sick leave upon separation from service (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation, layoff, or retirement, or to their beneficiaries if service is terminated by death. Payout of sick leave upon separation from service shall not exceed an amount determined as follows:

6 months - 5 years full-time service	25 % times the number of days (or hours) of accumulated sick leave
6-10 years full-time service	37.5 % times the number of days (or hours) of accumulated sick leave
10+ years full-time service	50 % times the number of days (or hours) of accumulated sick leave.

PERSONAL LEAVE:

Section 12. Employees may use five (5) days of sick leave per fiscal year designated as personal leave.

Section 13. Employees seeking to use personal leave must provide notification in accordance with the employee's departmental procedures prior to the beginning of the employee's workday.

Section 14. Personal Leave cannot be carried over from year to year. Personal leave must be used in a minimum of 15 minute increments in the afternoons only if necessary.

ARTICLE 22 REASONABLE ACCOMMODATION

The Town complies with federal and state laws regarding disability, including the Americans with Disabilities Act (ADA). Qualified job applicants or employees who inform the Town of a recognized disability which requires an accommodation in order for them to perform the essential functions of their jobs shall advise the Human Resources Director of the need for accommodation and submit a request on a Town Request for Accommodation form. The Human Resources Director shall determine whether the accommodation requested is reasonable, and if so make such modification as may be necessary to allow the employee to perform the essential functions of the job.

ARTICLE 23
MAJOR ILLNESS LEAVE

Section 1. Paid major illness leave is available upon application by employees who need to be off work for an extended period due to their own major illness or injury.

A major illness is defined generally as an illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits.**

Section 2. Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 3. Employees applying for the use of major illness leave must submit to the Human Resources Director a Physician's Certificate documenting the illness. Following the use of major illness leave for purposes other than absences due to ongoing intermittent/continual treatment, a doctor's statement of "fitness for full duty" shall be required in order to return to work.

Section 4. Employees who become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use vacation leave to supplement the short-term and long-term disability.

ARTICLE 24
BEREAVEMENT LEAVE

Section 1. The Town agrees that when a death occurs in the immediate family of an employee, he or she shall be granted five (5) days of paid leave at their prevailing rate of pay.

Section 2. For the purpose of this Article, the immediate family shall consist of: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.

Section 3. Proof of death of the immediate family member must be furnished to the Department Director in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Such proof of death shall be a published death notice or such other documentation that is acceptable to the Department Director.

ARTICLE 25 JURY DUTY

Section 1. Any full-time employee who is required to be absent from his regular duties by reason of jury duty shall be excused from duty with pay. If the employee receives payment from the Court, the employee must endorse the check over to the Town.

Section 2. Employees who seek to be excused from duty under this article shall present official notice of jury duty to their supervisor at least twenty-four (24) hours in advance of the scheduled jury duty (unless the employee actually receives less than twenty-four hours advance notice of jury duty). Employees who are required to be absent from duty by reason of jury duty shall submit documentation to the Town showing all days and hours of jury duty upon return to work. Upon being released from jury duty the employee shall immediately report for work except that employees released from jury duty on or after 2:00 p.m. shall not be required to report for work until the next working day.

ARTICLE 26 INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

Insurance Benefits

- A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.

Regular full-time and eligible regular part-time employees who have other qualifying minimum value minimum essential medical insurance coverage have the option to decline, i.e. opt out of, the Town's medical insurance coverage by completing the Health Coverage Opt-Out Credit-Attestation Regarding Other Coverage form and submitting it to the Human Resources Director. Such employees are then eligible for monthly opt-out payments from the Town in an amount of not less than 40 percent of the fiscal year cost for single medical insurance coverage for the term of this Agreement.

- B. The Town agrees to continue to maintain the same level of coverage (Medical, Dental and Vision) and the Town's eligible employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan as is afforded to all eligible employees.

- C. The employee's agree to share equally in any adjustment in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits equal to all other eligible Town employees. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

- D. The Town agrees to continue to maintain the same level of coverage for short term and long term disability as defined in the schedule of employee benefits as is afforded to all regular full-time employees.

- E. The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) vaccine as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.

ARTICLE 27

WAGE SCALE

Section 1:

				MINIMUM FY2025		MAXIMUM FY2025	
				PER YEAR	PER HR	PER YEAR	PER HR
Department: Public Works							
40	NE	Facilities Maintenance Worker I	**	40,503.60	19.47	64,805.75	31.16
70	NE	Facilities Maintenance Worker II	**	49,618.65	23.86	79,389.84	38.17
90	NE	Foreman - General Infrastructure	**	56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Grounds Maintenance	**	56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Sanitation	**	56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Vehicle Maintenance	**	56,808.39	27.31	90,893.42	43.70
20	NE	Groundskeeper	**	35,377.41	17.01	56,603.86	27.21
40	NE	Groundskeeper, Lead	**	40,503.60	19.47	64,805.75	31.16
50	NE	Irrigation Technician	**	43,338.85	20.84	69,342.16	33.34
40	NE	Maintenance Worker	**	40,503.60	19.47	64,805.75	31.16
60	NE	Mechanic	**	46,372.57	22.29	74,196.11	35.67
30	NE	Sanitation Truck Operator Trainee	**	37,853.83	18.20	60,566.13	29.12
40	NE	Sanitation Truck Operator I	**	40,503.60	19.47	64,805.75	31.16
60	NE	Sanitation Truck Operator II	**	46,372.57	22.29	74,196.11	35.67
60	NE	Stormwater Infrastructure Manager	**	46,372.57	22.29	74,196.11	35.67
40	NE	Stormwater Technician I	**	40,503.60	19.47	64,805.75	31.16
60	NE	Stormwater Technician II	**	46,372.57	22.29	74,196.11	35.67
Department: Marina							
40	NE	Dock Attendant	**	40,503.60	19.47	64,805.75	31.16
70	NE	Marina Maintenance Worker II	**	49,618.65	23.86	79,389.84	38.17

T

E – Exempt

NE = Non-exempt

** Bargaining Unit

Once an employee's base annual compensation reaches the maximum pay range for his or her job classification, the employee shall no longer be eligible for further increases to his or her yearly base compensation until the base compensation for the pay range is increased. In the interim, and effective October 1, 2024, those employees who have reached the maximum of their pay grade shall be eligible for an annual lump sum payment which is not added to their base pay. Bargaining unit employees who are not topped out but whose percentage wage increase in any year of this agreement would put them above the maximum of their pay range will receive a prorated percentage increase to take them to the top out on that year and will receive the remainder of the applicable increase as a one-time lump sum payment which portion will not be added to the base wage.

Section 2. The Town Manager may in his discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. All employees covered by this Agreement shall receive a three (3) percent cost-of-living increase in their annual compensation effective October 1, 2024. There shall be reopeners for wages in the second and third year of this Agreement.

Additionally, all employees covered by this Agreement shall be eligible to receive the following merit increases based upon the outcome of their individual performance evaluations in the first, second and third year of this Agreement:

For achieving a total rating factor of 1.1 to 2.4.	0 percent
For achieving a total rating factor of 2.5 to 3.0.	2 percent increase
For achieving a total rating factor of greater than 3.0.	3 percent increase

Section 4. Full-time employees shall receive monetary recognition for length of service with the Town in accordance with the Pay Plan on cardinal years as follows:

\$500.00 shall be awarded to the employee at the completion of five (5) years of regular full-time service with the Town.

At the end of ten (10) years of regular full-time service with the Town, the employee shall receive \$1,000.00 in longevity pay.

At the end of ten (10) years of regular full-time service with the Town, the employee shall receive \$1,000.00 in longevity pay.

Effective September 1, 2019, employees who reach fifteen (15) years of regular full-time service with the Town shall receive \$2,000.00 in longevity pay.

Upon reaching twenty (20) years of regular full-time service with the Town, the employee shall receive \$3,000.00 in longevity pay.

Employees who reach twenty five (25) years of regular full-time service with the Town shall receive \$4,000.00 in longevity pay; however, employees who exceed twenty-five (25) years of regular full-time service with the Town shall receive no more than \$4,000.00 in longevity pay on the cardinal year anniversaries of their service with the Town.

Those employees receiving longevity pay prior to October 1, 1999 shall continue to receive longevity pay in the amount of \$1,000.00 per year.

NOTE: For purposes of longevity pay, length of service shall mean continuous service with the Town commencing with the initial date of regular full-time employment by the Town.

Section 5. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

ARTICLE 28
ILLNESS/INJURY IN THE LINE OF DUTY

Section 1. A Town employee who sustains an illness/injury in the line of duty shall pursuant to Chapter 440 Florida Statutes receive a benefit equal to the employee's normal salary less Workers' Compensation, Social Security and any other such benefits received by the employee which are provided by the Town as set forth in the Employee Handbook.

Section 2. If the employee is not fit for full duty upon conclusion of the twelve (12) weeks of unpaid leave and has been released by his or her physician with temporary limitations on duties, the employee will be paid in accordance with the Town's Worker's Compensation Return to Work policy.

Because the Town values its employees, the Town has established its Return to Work ("RTW") program through which employees who have temporary disabilities due to an illness or injury in the line of duty are provided with opportunities to transition back to work when medically feasible. The purpose of this RTW policy is as follows:

- To assist in the recovery process by providing employees with a goal and focus for returning to full productivity;
- To reduce the financial burden to employees by allowing them to resume full wages as soon as possible; and
- To reduce the Town's Worker's Compensation costs.

Through this RTW program, the Town will compensate employees at the rate of 80 percent of their regular rate of pay, which can be supplemented by the employee's accrued sick and vacation leave banks.

Employees, who as a result of an illness or injury in the line of duty, have been released by their physician to return to work with temporary limitations on duties (e.g., light duty), shall participate in the Town's RTW program. An employee who declines a light duty position that meets his or her physician's requirements may be disqualified from worker's compensation benefits. Employees must directly advise the Human Resources Director that they have been released with such temporary limitations on duties and must request a Return to Work Request Form for completion by the employee and by the employee's physician.

Once such form has been completed, it must be submitted directly to the Human Resources Director for further processing and to identify duties within the Town that meet such limitations.

ARTICLE 29 RETIREMENT PLANS

Between October 1, 2024 and June 30, 2025, the Town will provide a defined contribution pension plan and deferred compensation plan to all full-time employees of the bargaining unit. Such employees will be able to choose among investment alternatives of the plan for funds contributed on his behalf.

The Town participates in a 401(a) defined contribution plan. Pension benefits for employees begin upon the completion of the initial six-month probationary period for newly hired full-time employees. Such probationary period shall not exceed a 12-month period of continuous full-time employment. The Town contributes 7 & ½ percent of the employee's pay on a bi-weekly basis. The employee's vesting in the pension is as follows:

25% vested	After two years of service
50% vested	After three years of service
75% vested	After four years of service
100% vested	After five years of service

The Town also participates in a 457 deferred compensation plan. For employees who choose to contribute to the Town-sponsored 457 deferred compensation plan, the Town will match either 50%, 75%, or 100% of the first 5% of employee's compensation depending upon number of years of service, as follows:

Years of Service	Percentage
1 – 5 years	50%
6 – 10 years	75%
11+ years	100%

Each member may contribute up to an amount applicable under current law each year to employee's retirement account.

Effective July 1, 2025, the Town will begin participating in the Florida Retirement System and the aforementioned retirement plan will terminate.

The Florida Retirement System (FRS) offers two retirement plans for municipal employees: a pension plan for long-term workers and a defined contribution plan for shorter-service workers.

The FRS Pension Plan is a defined benefit plan, in which employees are guaranteed a benefit at retirement if you meet certain criteria. The amount of the employee's future benefit is determined by a formula, based on the employee's earnings, length of service, and membership. Employees will be eligible for a Pension Plan benefit (i.e. be vested) when they complete six years of service (if employees were enrolled in the FRS prior to July 1, 2011) or eight years of service (if employees were enrolled in the FRS on or after July 1, 2011).

The FRS Investment Plan is a defined contribution plan, similar to a private sector's 401(k). Here, contributions are made by the employee and/or the employer into an account in the employee's name, and the employee selects from a range of investment options. The ultimate benefit is determined by the contributions and the investment returns (or losses) over time. The vesting period in this plan is one year of service. Participants in the FRS Investment Plan contribute a portion of their salary towards their retirement savings. The contribution rates are set by legislation and may vary depending on factors such as employee class and salary level. These contributions, along with any employer matching contributions, are invested according to the participant's selected investment options.

The current contribution percentages for both the Pension and Investment plans are:

These contribution percentages are subject to change as mandated by state legislation.

Should the Town desire to modify the pension plan provider, the Town will impact bargain.

ARTICLE 30
SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not affect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein.

ARTICLE 31
DURATION OF AGREEMENT

This Agreement shall take effect October 1, 2024 upon ratification by the parties and shall remain in full force and effect through the 30th day of September, 2027 unless written notice of termination or amendment is given by either party 150 days but not less than sixty (60) days prior to the expiration of this Agreement.

Dated this _____ day of _____, 2024.

ON BEHALF OF THE
TOWN OF LAKE PARK

ON BEHALF OF THE UNION

Federation of Public Employees, A
Division of the National Federation Of
Public and Private Employees (AFL-
CIO)

TOWN MANAGER

BUSINESS REPRESENTATIVE

MAYOR

DIVISION PRESIDENT

TOWN SEAL ATTEST:

WITNESS

TOWN CLERK

DRUG FREE WORKPLACE POLICY

APPENDIX A

Section 1. PURPOSE.

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

This policy is established to provide guidelines on handling incidents of alcohol and/or drug abuse as it relates to the workplace, in compliance with the drug-free workplace requirements under the Florida Statutes Workers' Compensation Chapter (Fla. Stat. § 440.101-02). The legislative intent of the Chapter is to promote drug-free workplaces in order for employers to be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees. Further, drug abuse is discouraged under the statute, and employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. To qualify as having established a drug-free workplace program under Chapter 440 and to qualify for discounts provided under section 627.0915, Florida Statutes, and deny medical and indemnity benefits under this chapter, the Town must implement drug testing that conforms to the standards and procedures established in section 440.102. The Town has implemented a drug-free workplace program in accordance with the notice, education, and procedural requirements taken directly from the comprehensive procedures outlined in Florida Statute § 440. 102. Chapter 59A-24 of the Florida Administrative Code, containing the Drug-Free Workplace Standards adopted by the Agency for Health Care Administration, is also hereby incorporated by reference and shall be utilized for all drug testing pursuant to Chapter 440, Florida Statutes.

Questions concerning the Town's policy should be presented to the Human Resources Director for guidance or clarification.

Section 2. DEFINITIONS.

The definitions set forth in Chapter 440, Florida Statutes, and Chapter 59A-24 Florida Administrative Code will apply to the terms used in this policy. In pertinent part:

- a. **Confirmation test, confirmed test, or confirmed drug test** refer to a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- b. **Drug** means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid¹; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.
- c. **Drug Rehabilitation Program** means a service provider, established pursuant to s. 397.311(33), Florida Statutes, that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
- d. **Drug test or test** refer to any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

¹ "Drug" is defined herein as defined in Fla. Stat. § 440.102(1)(c). The section 440.102 has not been amended since the passage of Fla. Stat. § 381.986, the legislature has not expressly provided an exception to the definition of "drug" for medically prescribed low-THC Cannabis (as defined in section 381.986). "Drug" is therefore interpreted by the Town as including all cannabinoids, including low-THC Cannabis. However, through section 440.102(1)(l)'s reference to section 893.02 (which defines "cannabis" as excluding low-THC Cannabis), this policy shall treat low-THC Cannabis as a prescription drug, and all appropriate rules and requirements shall apply accordingly.

- e. **Initial Drug Test** means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.
- f. **Job Applicant** means a person who has applied for a mandatory-testing position. Mandatory testing positions include the following:
- Dock Attendant
 - Sanitation Truck Operator Trainee
 - Sanitation Truck Operator I
 - Sanitation Truck Operator II
 - Foreman General Infrastructure
 - Sanitation Foreman
 - Grounds Maintenance Foreman
 - Lead Groundskeeper
 - Stormwater Infrastructure Foreman
 - Stormwater Technician I
 - Stormwater Technician II
- g. **Medical Review Officer or MRO** means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- h. **Prescription or non-prescription medication** refer to drugs or medication obtained pursuant to a prescription as defined by section 893.02², Florida Statutes, or a medication that is authorized pursuant to federal or state law for

² As referenced above in subsection (b), defining "drugs" under this Policy, section 893.02 defines "Cannabis" as excluding "low-THC cannabis", as long as the low-THC cannabis is manufactured, possessed, sold, purchased, delivered, distributed, or dispensed in conformance with section 381.986, Florida Statutes. Accordingly, such low-THC cannabis will be evaluated as a prescription drug, and employees must conform with the requirements of Section 5(f) of this Policy.

general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

- i. **Reasonable-suspicion drug testing** means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
 3. A report of drug use, provided by a reliable and credible source.
 4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
 5. Information that an employee has caused, or contributed to an accident while at work.
 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- j. **Mandatory-testing position** means a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to section 110.1127, Florida Statutes, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
- k. **Special-risk position** means a position that is required to be filled by a person who is certified under Chapter 633 (Fire Prevention and Control) or Chapter 943 (Department of Law Enforcement), Florida Statutes.
- l. **Specimen** means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

Section 3 NOTICE

- a. Prior to testing, an employee or job applicant shall receive proper notice in the form of this Comprehensive Alcohol and Drug Abuse Policy. Additionally, Chapter 59A-24 of the Florida Administrative Code shall be provided upon request.
- b. The drugs to be tested for are included in the definition provided above. The following is a list of over-the-counter and prescription drugs which could alter or affect a test result:
 - i. Alcohol: all liquid medications containing ethyl alcohol (ethanol). For example: Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof). Check the label of liquid medications for alcohol content.
 - ii. Amphetamines: Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
 - iii. Cannabinoids: Marinol
 - iv. Cocaine: Cocaine HCl topical solution (Roxanne)
 - v. Phencyclidine : Not legal by prescription
 - vi. Methaqualone: Not legal by prescription
 - vii. Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, NOvahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
 - viii. Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
 - ix. Benzodiazepines: Ativan, Azene, Clonpin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
 - x. Methadone: Dolphine, Metadose
 - xi. Propoxyphene: Darvocet, Darvon N, Dolene, etc.

This list is not intended to be all-inclusive.

- c. The following are the name, address and telephone number of the Town's Employee Assistance Program (EAP) through which substance abuse assessment and counseling services are available to Town employees. The Town will pay the cost of such services if the Town's sponsored EAP program is used:

New Directions Behavioral Health, L.L.C
www.ndbh.com

- d. The Town has a collective bargaining agreement, which acknowledges the Town's adherence to Fla. Stat. § 440 and requirements for a drug free workplace policy in conjunction with workers' compensation rights. For employees whose positions are covered by the collective bargaining agreement, appeals of disciplinary actions may be brought forth following the procedures set forth in the collective bargaining agreement. More specifically: All regular full-time and regular part-time employees may make an appeal of disciplinary action or other management decision by addressing the appeal to the Employee Complaint Review Committee (ECRC). In the event of an appeal of disciplinary action, the employee may request such an appeal requesting that the ECRC determine the appropriateness of the recommended disciplinary action. Such request shall be submitted in writing to the Human Resources Director within five (5) workdays of the disciplinary recommendation using the prescribed form. The Human Resources Director shall forward the request to the Town Manager who shall submit the request to the ECRC to convene the meeting.

Section 4 WHEN TESTING MAY BE REQUIRED

The Town may require an employee to submit to tests for the presence of drugs after proper notice, under any of the following circumstances:

- a. As part of the initial screening process for job applicants applying for special-risk or mandatory-testing positions, as defined above.
- b. Whenever an employee's job classification is changed such that the new job classification is a special-risk or mandatory-testing position, as defined above.
- c. Whenever Reasonable-Suspicion Drug Testing is warranted, as defined above.
- d. As part of routine fitness for duty drug testing for employees in special-risk or mandatory-testing positions.
- e. Information that an employee has caused, or contributed to, an accident while at work.

The following job positions require a current commercial drivers' license and are subject to routine fitness for duty drug testing every two years:

- Foreman General Infrastructure
- Sanitation Foreman
- Vehicle Maintenance Foreman
- Sanitation Truck Operator Trainee
- Sanitation Truck Operator I
- Sanitation Truck Operator II
- Maintenance Worker
- Facilities Maintenance Worker II
- Stormwater Infrastructure Foreman
- Stormwater Technician I
- Stormwater Technician II

For follow-up drug testing, if the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employee is required to submit to a drug test as follow-up to such program, unless the employee voluntarily entered the program. In those cases, the Town has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a two year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

Section 5 DRUG USE PROHIBITIONS FOR ALL EMPLOYEES

Though mandatory testing may only be conducted under the circumstances listed and described above, the following conduct is prohibited for all employees pursuant to the Town's effort to provide a safe, healthy, drug-free workplace and promote a drug-free community:

- (a) All employees are prohibited from manufacturing, distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of drugs (as defined in the policy) while on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise performing Town duties away from the Town.
- (b) An employee who is perceived to be under the influence of drugs will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors and will conduct the appropriate drug test if reasonable suspicion is found. The determination of what action is appropriate in each case rests solely with the Town.

- (c) Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Director who shall immediately notify the Human Resources Director.
- (d) For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.
- (e) The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. An employee who is using prescription medication while on the job shall do so in strict accordance with medical directions. It is the employee's responsibility to notify the prescribing physician of the duties required or performed to ensure that the physician approves the use of the prescription medication while the employee is performing their job duties. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property.
- (f) It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Section 6 TESTING PROCEDURES AND EMPLOYEE PROTECTION

The following procedure will be used for testing in accordance with this Policy and Chapter 440:

- A. A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

- B. Specimen collection must be documented and the documentation procedures shall include: (1) labeling specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results; and (2) a form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test but shall be taken into account in interpreting any positive confirmed test result.
- C. Specimen collection, storage, and transportation to testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.
- D. Each confirmation test conducted shall be conducted by a licensed or certified laboratory pursuant to Chapter 440.
- E. A specimen may be taken or collected by: a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment; or a qualified person employed by a licensed or certified laboratory as outlined in Chapter 440.
- F. The person who collects or takes a specimen shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.
- G. Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be tested and for the integrity of the chain of custody during such transfer.

- H. Within 5 working days after receipt of a positive confirmed test result from the medical review officer, the Town shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide the employee or job applicant a copy of the test results upon request.
- I. Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the Town explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.
- J. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the Town, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the Town to the employee or job applicant; and all such documentation shall be kept confidential by the Town pursuant to Chapter 440 and shall be retained by the Town for at least 1 year.
- K. The Town may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.
- L. The Town shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.
- M. The Town shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the Town.
- N. The Town shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the Town, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. Unless otherwise provided by a collective bargaining agreement, the Town may select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.
- O. If drug testing is conducted based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the Town pursuant to subsection (8) of Section 440.102, and shall be retained by the employer for at least 1 year.

- P. All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.
- Q. Confirmation Testing
1. If an initial drug test is negative, the Town may in its sole discretion seek a confirmation test.
 2. Only licensed or certified laboratories may conduct confirmation drug tests.
 3. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.
 4. If an initial drug test of an employee or job applicant is confirmed as positive, the Town's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

Section 7 TOWN PROTECTION

- a. An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.
- b. No physician-patient relationship is created between an employee or job applicant and the Town or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.
- c. If an employee or job applicant refuses to submit to a drug test, the Town is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or applicant as otherwise provided in Section 440.102.

Section 8 CONFIDENTIALITY PURSUANT TO SUBSECTION (8) OF SECTION 440.102, FLORIDA STATUTES

- d. Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.
- e. The Town laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:
 - 1. The name of the person who is authorized to obtain the information.
 - 2. The purpose of the disclosure.
 - 3. The precise information to be disclosed.
 - 4. The duration of the consent.
 - 5. The signature of the person authorizing release of the information.
- f. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.
- g. This subsection does not prohibit the Town, an agent of the Town, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.
- h. In accordance with Attorney General Opinion 2013-19, drug test results obtained by the Town pursuant to this drug-testing program are not subject to inspection or copying pursuant to a request under Chapter 119, Florida Statutes, Florida's Public Records Law.

Section 9 DRUG TESTING STANDARDS FOR LABORATORIES

The Town will follow the Drug-Testing Standards for Laboratories as outlined in subsection (9) of Section 440.102, Florida Statutes. Also see the drug-testing standards included in Chapter 59A-24 of the Florida Administrative Code, which will be provided upon request.

Section 10 EMPLOYEES TESTING POSITIVE FOR DRUG USE

- i. If an employee in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the Town must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.
- j. An employee in a special-risk position may be discharged or disciplined by the Town for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the Town, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

Section 11 ARREST OR CONVICTION FOR DRUG-RELATED CRIME

- A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:
 1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or other disciplinary action, or the employee may be reinstated depending upon the facts and circumstances.
 2. If convicted of a drug-related crime, an employee will be terminated from employment.

3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.
 4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.
- B. As a condition of continued employment, an employee shall notify the Town of any criminal drug statute arrest or conviction immediately or by the beginning of the next business day.

Section 12 DENIAL OF BENEFITS

The Town shall deny an employee medical or indemnity benefits under Chapter 440 for a violation of the Drug-Free workplace program implemented by the Town.

Section 13 INVESTIGATIONS/SEARCHES

- A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.
- B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.
- C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

- D. Employees will be subject to discipline, up to and including termination of employment for refusing to cooperate with searches or investigations.

Section 14. The Town agrees to reimburse employees for any costs not covered by Town insurance for required physical examinations.



A Division of National Federation of Public and Private Employees (AFL-CIO)

An Affiliate of District 1 – MEBA (AFL-CIO)

1700 NW 66th Avenue, Suite 100, Plantation, Florida 33313

Phone: (954) 797-7575 ~ Fax: (954) 797-2922

EXHIBIT A

☐ **Application for Membership** or☐ **Notice of New Employment**

Employer _____ Recruited by _____ Hire Date _____

I hereby apply for membership in the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO). In so doing, I agree and promise to faithfully obey the Constitution and By-Laws and to conform to all the rules of the Federation, pending the final acceptance as a member.

Further, I attest that I do not believe in, and am not a member of, nor do I support any organization that believes in or teaches the overthrow of the United States government, by force or by illegal or unconstitutional methods. I certify that the statements in this application are true.

I further designate the beneficiary identified below for purposes of any and all union sponsored benefits unless otherwise designated on a separate form specific to that benefit:

(Please Print or Type)

Name (print) _____ Home Ph. _____ Cell Ph. _____
Last First Middle area code number area code number

Birth date: _____ Soc. Security #: _____ Employee # _____

Job Classification: _____ Marital Status: _____ ☐ male ☐ female

Address: _____

Street	Apt. #	City	State	Zip Code
--------	--------	------	-------	----------

E-Mail Address _____

Previous Membership: Date Withdrawn: _____

Your Signature: _____ Date Signed: _____

Closest Living Relative: _____ Relationship: _____

Beneficiary: _____ Relationship: _____

Please circle your shirt size: S M L XL XXL XXXL

Authorization to Deduct

To (My Employer)

I hereby assign to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District I - MEBA (AFL-CIO), from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Federation and become due to it as my membership dues in said Federation.

This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification to my employers and the Federation.

Dues, contributions or gifts to the Federation of the Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1-MEBA (AFL-CIO), are not deductible as charitable contributions for Federal Income Tax purposes. Dues paid to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO), however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Department/Location: _____ Name (print): _____

Work and/or Cell #: _____ Name (signature) _____

Soc. Security #: _____ Today's Date: _____

PUB, revised 02/14/2011

For Office Use Only

Date Approved by DIC: _____ Date Approved by Membership: _____ Representative's Signature: _____

EXHIBIT B

GRIEVANCE FORM & PUBLIC RECORDS REQUEST CHAPTER 119

FEDERATION OF PUBLIC EMPLOYEES
A division of the National Federation of Public & Private Employees
Affiliated with District 1-MEBA (AFL-CIO)
 1700 N.W. 66th Avenue * Suite 100-B, Plantation, Florida 33313
 Office (954) 797-7575 Fax (954) 797-2922



Employer	Employer Phone	Grievance	Date
Member's Name	Location/Dept	Classification	
Member's Address		Phone:	
Immediate Supervisor's Name		Phone:	

1.

2. Specify the Article's of the Agreement which is/are violated:

3. What is the remedy and/or relief sought?

Please allow this letter to serve as the Federation's formal request pursuant to Florida Statutes 119 & 447 as follows:

- | | |
|--|--|
| <input type="checkbox"/> All documents relied on in imposing discipline | <input type="checkbox"/> Witness statements |
| <input type="checkbox"/> Employee evaluations; discipline | <input type="checkbox"/> Job descriptions for grievant |
| <input type="checkbox"/> All time cards for the last ___ months | <input type="checkbox"/> Personnel file (see attached release) |
| <input type="checkbox"/> All memoranda/emails, video tapes, cd-roms, floppy disks pertaining to the above-listed | <input type="checkbox"/> Other: |

I hereby authorize the Federation of Public Employees to act for me in the disposition and settling of this grievance.

Date: _____	Employee Signature _____
Date: _____	Steward's Signature _____
Date: _____	Representative's Signature _____



LETTER FROM FEDERATION OF PUBLIC EMPLOYEES



FEDERATION OF PUBLIC EMPLOYEES

*A Division of the National Federation of Public and Private Employees
An Affiliate of District 1- Marine Engineers Beneficial Association (MEBA), (AFL-CIO)*

DANIEL D. REYNOLDS
Division President

ANTHONY MARCIANO
Division Secretary/Treasurer

November 14, 2024

Bambi McKibbon-Turner, Interim Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SENT VIA US MAIL AND E-MAIL

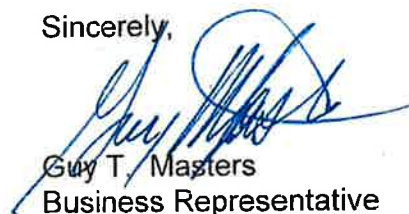
Dear Ms. McKibbon-Turner:

This letter is to advise you that the Federation of Public Employees held a ratification vote for the Town of Lake Park Bargaining Unit on November 14, 2024.

Please be advised that the majority of bargaining unit employees in attendance voted to accept the Collective Bargaining Agreement between the Federation and The Town of Lake Park.

If you need any additional information, please do not hesitate to contact me.

Sincerely,



Guy T. Masters
Business Representative

GM:yf

1700 N.W. 66th Avenue * Suite 100 * Fort Lauderdale, Florida 33313
WWW.FOPE.US * Office (954) 797-7575 * Fax (954) 797-2922

RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RATIFYING THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO) FOR THE PERIOD OF OCTOBER 1, 2024 TO SEPTEMBER 30, 2027; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereinafter “Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO (hereinafter the “Union”) negotiated in good faith and reached a Collective Bargaining Agreement (hereinafter the “Agreement”) for the term of October 1, 2021 to September 30, 2024, which was approved by the Town Commission on March 25, 2022; and

WHEREAS, such Agreement expired on September 30, 2024; and

WHEREAS, the Town and the Union negotiated a new collective bargaining agreement and initialed on behalf of the Town and the Union respectively a Tentative Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, on November 14, 2024, a majority of the members of the Union in attendance voted to ratify the Tentative Agreement between the Town and the Union; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the provisions of the Tentative Agreement and has determined that it is in the best interest of the Town and its covered employees to ratify the Tentative Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby ratifies the Tentative Agreement reached between the Union and the Town for the period of October 1, 2024 to September 30, 2027, a copy of which is attached hereto and incorporated herein as **Exhibit A**, and authorizes and directs the Mayor and the Town Manager to execute such Agreement.

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

CBA TENTATIVE AGREEMENT

Collective Bargaining Agreement

between

the Town of Lake Park

and

The Federation of Public Employees, a Division of the National Federation of Public and Private Employees, (AFL-CIO)

October 1, 2024 – September 30, 2027

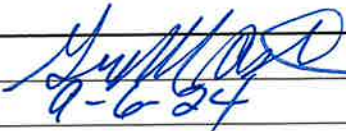
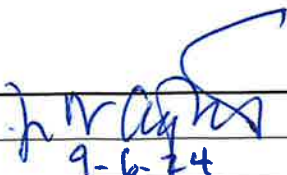
Union		Town	
Date	9-6-24	Date	9-6-24

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Union



Town

Date

Date

PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town", and the Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO), hereinafter referred to as the "Union".

Union		Town	
Date	9-6-24	Date	9-6-24

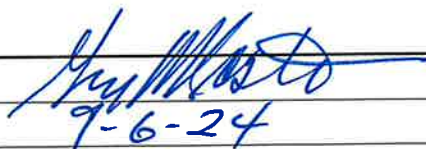
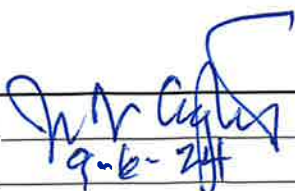
ARTICLE I RECOGNITION

The Town recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) as the exclusive bargaining agent for all regular full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

Operations Technician I, Foreman General Infrastructure, Sanitation Foreman, Grounds Maintenance Foreman, Custodian, Mechanic I and II, Facilities Mechanic I and II, Facilities Maintenance Worker I, II and III, Grounds Maintenance Worker II, Equipment Operator I, II, and III, Maintenance Worker I, II and III, Irrigation Technician I and II, Traffic Maintenance Technician I and II, Storm Water Technician I and II, Grounds Maintenance Crew Leader, Vehicle Maintenance Foreman, and Dock Attendant. Specifically excluded are all other employees of the Town of Lake Park.

Employees in the certified bargaining unit description under Public Employment Relations Commission (PERC) Certification No. 1504 and as amended on December 21, 2012 are the recognized bargaining unit, plus the following new positions: Groundskeeper, Lead Groundskeeper, Irrigation Technician, Maintenance Worker, Mechanic, Sanitation Truck Operator I, Sanitation Truck Operator II, Stormwater Infrastructure Foreman, Stormwater Technician, Marina Maintenance Worker, and Sanitation Truck Operator Trainee.

Both parties agree in the future to a UC petition to PERC.

<p>Union </p> <p>Date <u>9-6-24</u></p>	<p>Town </p> <p>Date <u>9-6-24</u></p>
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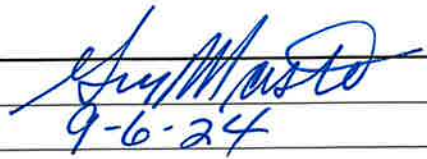
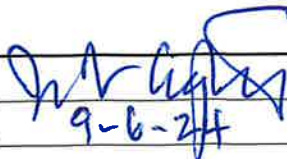
ARTICLE 2
NON-DISCRIMINATION

Section 1. All references in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2. Neither the Union, its representatives or members, nor the Town, or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his membership or non-membership in any union.

Section 3. Neither the Union, its representatives or members, nor the Town or its representatives shall discriminate against any employee regardless of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

Section 4. The Town and the Union agree that the provisions of this Agreement shall apply to all bargaining unit employees, without regard to race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression, genetic information, pregnancy, military status, veteran status, or any other protected category, status, or activity under federal, state, or local law.

Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>9-6-24</u>
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ARTICLE 3
DUES DEDUCTION

Section 1. Upon receipt of a lawfully executed written authorization form from a bargaining unit employee, the Town agrees to deduct the current regular Union dues from the employee's pay once each pay period and remit such deductions along with each members first, middle and last name, amount of deduction, and the date of deduction to the Union office within fifteen (15) working days from the date of deduction. The Union will notify the Town in writing, thirty (30) days prior to any change in its regular dues structure. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for union dues and uniform Union assessment except for garnishment in accordance with state law.


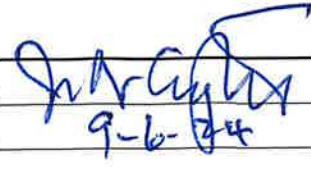
Section 2. Any member who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation with a copy to the employer, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.

Section 3. The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

Section 4. The Employer will provide to the Union at the Union's office, on an annual basis and as changes, modifications or adjustments, occur, a roster of all employees of this bargaining unit to include first name, middle initial, last name, I.D. #, job pay grade, date of hire, home address, home telephone number, and work location.

Section 5. The Union shall indemnify and hold the Town harmless against any claim made against the Town by any employee concerning any dispute over the deduction of Union dues.

Section 6. Union deductions including any amounts to the Federal Voluntary Political Action and/or Scholarship Fund shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. Such deductions shall be transmitted to The Federation within thirty (30) days after the deductions have been made. The Town agrees to provide such payroll type codes as are necessary to comply with these provisions. The Federation shall hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by Town to comply or attempt to comply with the provisions of this section.

Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>9-6-24</u>	
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ARTICLE 4
UNION BUSINESS

Section 1. The Union may designate two (2) members of the bargaining unit as a Union representative, and (2) members of the bargaining unit as an alternative representative who will be permitted to act as the Union representative in the absence of the designated Union representative, such designation to be in effect during the term of this Agreement. The Union shall advise the Town, in writing, of the names of its bargaining unit representative and alternate at the time the Agreement is executed and within thirty (30) days of the date any changes are made.

Section 2. One bargaining unit representative or alternate, in the absence of the Union representatives, will be allowed up to one (1) hour without loss of pay to discuss a grievance, after obtaining permission from the representative's (or alternative's) supervisor. Such permission shall not be unreasonably withheld, but will not be granted if:

- (a) Absence of the employee would jeopardize Town operations,
- (b) Absence of the employee would result in overtime,
- (c) Absence of the employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of four (4) hours in any calendar month.

Section 3. Any member of the Board of Directors of the Union attending State and National functions of the Union will attend such functions after providing appropriate notice using accrued leave time, due compensatory time, or, if approved, leave without pay.

Section 4. The Union, its members, agents, representative or any person acting on its behalf are hereby prohibited from:

- (a) Soliciting public employees during working hours of any employee who is involved in the solicitation.
- (b) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, the Lake Park Harbor Marina and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

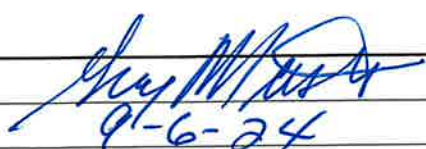
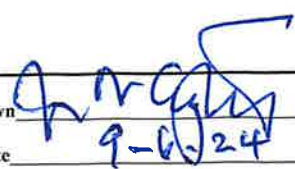
Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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ARTICLE 5
BULLETIN BOARD

Section 1. The Town shall furnish space for a bulletin board in the department for the exclusive use of the Union in connection with Union business.

Section 2. Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this section.

Section 3. Any notice placed on the bulletin board shall bear on its face the name of the person responsible for placing such notice or item on the board, and the date of posting.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 6
PROHIBITION OF STRIKES

Section 1. Strike definition: "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the Town, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment of the rights, privileges, or obligations of their employment or in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.


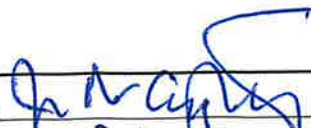
Section 2. The Union agrees not to engage in a strike as defined in Section 1 of this article.

Section 3. Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

Section 4. In the event of a strike, as defined presently in the Public Employee Relations Act, Section 447.203(6), with the cooperation of the Town Administration, the local representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Town within twenty-four (24) hours after the commencement of such strike, what measure it has taken to comply with the provision or the provisions of this Article.

Section 5. Failure to abide by the terms set forth in this Article shall permit either party to seek recourse in accordance with Florida Statutes Chapter 447.501, Part II (as interpreted by the Public Employees Relations Commission).

Section 6. The Town shall not lock out employees. Lock out is defined as the withholding of employment by the Town from its employees for the purpose of either resisting their demands or gaining a concession from them.

Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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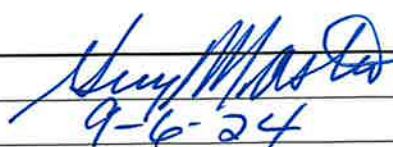
ARTICLE 7
MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, in accordance with applicable laws, regulations and provisions of the Handbook of Procedures and Policies for Employees of the Town of Lake Park, hereinafter referred to as the "Employee Handbook", not in conflict with this Agreement, including but not limited to the following:

- (a) To manage and direct the employees of the Town.
- (b) To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- (c) To suspend, demote, discharge or take other disciplinary action against employees for cause.
- (d) To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- (e) To maintain the efficiency of the operations of the Town.
- (f) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- (g) To determine the organization to Town Government.
- (h) To determine the number of employees to be employed by the Town.
- (i) To determine the number, types and grades of positions of employees assigned to an organization unit, department or project.
- (j) To determine internal security practices.
- (k) To determine matters included in Employee Handbook and Administrative Policies.

Section 2. The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.


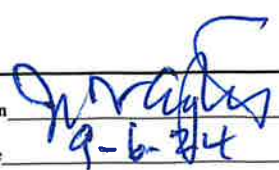
Section 3. If it is determined that a civil emergency and conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Town Manager or his designee during the period of the declared emergency, provided that pay and other compensation shall not be suspended.

Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions, is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.

Section 5. Delivery of Town services in the most efficient, effective and courteous manner is of paramount importance to the Town of Lake Park. Accordingly, Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 6. Those inherent managerial functions, prerogatives and policy making rights which the Town has not expressly modified or restricted by a specific provision of this Agreement, are not in any way directly, or indirectly, subject to the grievance or arbitration procedures contained herein.

Union		Town	
Date	9-6-04	Date	9-6-04

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1. A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member of the Union which involves the interpretation of, application of, or compliance with the provisions of this Agreement or the rules and regulations of the Town. A grievance shall be processed in the following manner:

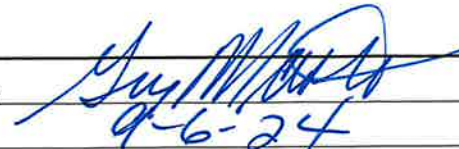
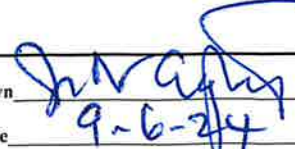
Step 1 (Informal Meeting) Within five (5) working days of the occurrence of any event, giving rise to a grievance or the affected parties first knowledge of an event that is basis for a grievance, a shop steward and the grievant employee, of the Union will first discuss any grievance informally at Step 1 meeting with his immediate supervisor and seek resolution. If the grievant is a supervisor, the grievance shall be submitted directly at Step 2.

Step 2 If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10) working days of the conclusion of the Step 1 informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Director on the form attached to this Agreement as Exhibit "B". The Department Director, or in his absence the Department Director's designee, shall meet with the Employee, Shop Steward and/or the Union Business Representative within ten (10) working days of receipt of the written grievance. The Department Director will render a decision in writing within five (5) working days from the Step 2 grievance meeting.

Step 3 Within ten (10) working days from the time that the Union receives, at the Union office, the Department Director's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Director, then the Union shall give notification to file Step 3 grievance with the Town Manager.

The Town Manager or his designee shall convene the Step 3 grievance meeting within ten (10) working days of notification by the Union of its intent to move to Step 3. The Town Manager, or designee, will render a decision in writing within ten (10) working days after the Step 3 meeting.

Step 4 If the grievance is not resolved at Step 3, the Union may file a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of Step 3 answer at the Union office.

Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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Section 2. Failure of the Town to respond to a grievance within the time periods set forth in this Article 8 shall result in automatic advancement of the grievance to the next step. Failure of the employee or the Union to comply with the time periods set forth in Article 8 shall result in the grievance being abandoned. However, the parties may mutually agree in writing to extend the time periods herein.

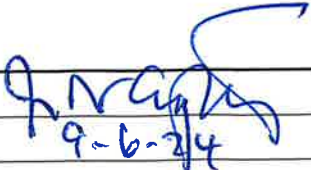
Section 3. When a grievance applies to two or more employees or a discharged employee it shall be presented in writing directly at Step 3 of the Grievance Procedure, within the time limits provided for the submission of a grievance at Step 2 from receipt at the Union Office and shall be signed by the employee (in the case of a discharge only) and the Shop Steward or Union Business Representative on their behalf.

Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator within seven (7) working days after receiving the FMCS panel. The parties further agree that the arbitrator may be notified telephonically of his selection and that the time periods for expedited arbitration set forth herein shall be communicated to the arbitrator at the time he or she is notified of his selection.

Section 5. The cost of the arbitrator's fee and the arbitrator's expenses shall be borne equally by the parties. Each party shall bear its own costs for all other expenses they incur.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

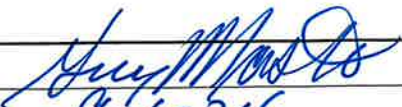
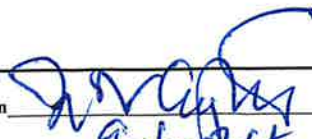
Section 7. In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and if that is determined to be arbitrable, shall rule on the merits of the grievance.

Union 	Town 	
Date 9-6-24	Date 9-6-24	

ARTICLE 9
DOCUMENTS

Section 1. The Town agrees that an employee shall be given a copy of all material placed in the person's individual file and shall have the right to include written refutation (including witness statements) of any material considered by the employee to be detrimental.

Section 2. The Town agrees that an employee shall have the right to inspect his official personnel record and shall have the right to make copies of this record for his use at no cost to the employee.

Union <u></u>	Town <u></u>
Date <u>9-6-24</u>	Date <u>9-6-24</u>

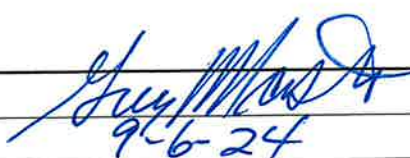
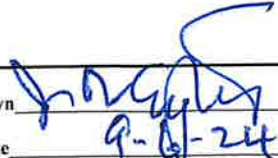
ARTICLE 10
PROMOTIONAL POLICIES

Section 1. The Town will post written announcements of promotional opportunities at least ten (10) working days prior to the closing date for applications. Applications submitted after the closing date shall not be considered.

Section 2. When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications are equal among competing employees, seniority will be the basis of selection. For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position.

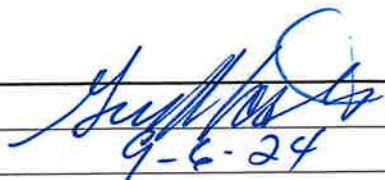
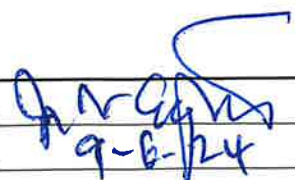
Section 3. An employee filling a promotional vacancy shall serve a probationary period of 180 days. If during the trial period the employee cannot satisfactorily perform the duties of the position, the employee shall be returned to his former status with no loss of seniority.

Section 4. If an employee is promoted to a higher pay grade within the bargaining unit, he shall be entitled to a pay increase equal to either the entry level pay or a five percent (5%) increase from their then current salary, whichever is greater.

Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>9-6-24</u>
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ARTICLE 11
PROBATIONARY PERIOD

New employees will be classified as probationary employees for the first six (6) months of continuous employment, during which time such employees may be laid off or discharged and will have no right to grieve or appeal their discharge. The Town agrees that employees who are laid off or discharged during their probationary period shall have the right to discuss their discharge with their immediate supervisor and the Department Director.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 12
SENIORITY AND LAY-OFF

Section 1. For the purpose of this Agreement, seniority shall be defined as the total length of a regular full-time employee's and a regular part-time employee's continuous service within the bargaining unit recognized by this Agreement. Regular part-time employees shall accrue seniority on a pro-rated basis, based on the number of hours worked (except as provided below). Seniority shall continue to accrue during all types of paid leave approved by the Town, and for the first three (3) months of all other leave approved by the Town. An employee shall lose all seniority only upon any of the following:

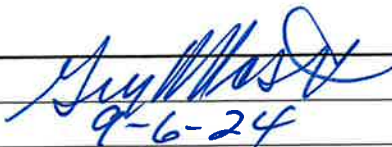
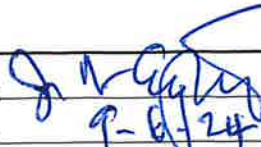
- (a) resignation;
- (b) discharge;
- (c) lay off for a period of more than twenty-four (24) months;
- (d) retirement;
- (e) the expiration of an approved leave of absence of more than one (1) year, if the employee does not return to work;

Section 2. Newly hired probationary employees shall accrue no seniority until they become regular full-time employees, whereupon their seniority will date from the first date of continuous employment.

Section 3. The Town shall establish a seniority list for bargaining unit employees, post the seniority list and provide a copy to the Union Business Representative mailed or facsimiled to the Union office annually and as changes, modifications or adjustments occur or at the same time that any lay-off is announced.

Section 4. The Town Manager shall determine the classification and number of employees to be laid off. When the lay-off occurs, employees shall be laid off in the inverse order of their seniority within the bargaining unit at the time of the lay-off.

In the event of a lay-off, the Town will notify the affected employees and the Union in writing at least thirty days prior to the effective date of the lay-off. If thirty days' notice is not provided, then the Town will pay the employees the difference between 30 calendar days and the date of notice.

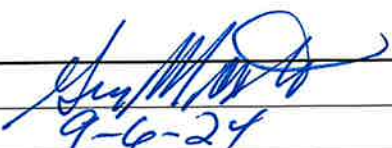
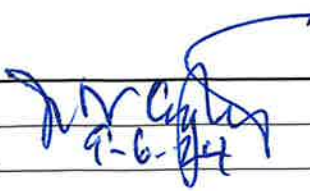
Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>9-6-24</u>
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If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less senior employee into a job for which they are most qualified within the bargaining unit based upon documentation of their qualifications.

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee within the bargaining unit (based upon documentation of their qualifications) shall be retained.

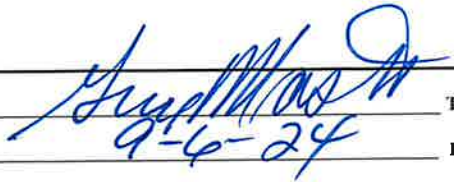
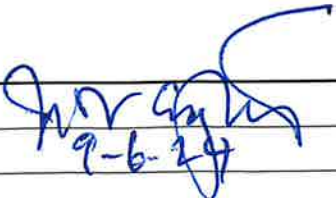
Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall notice will be made by certified mail to the last address on the employee's records. It shall be the employee's obligation to provide a current address to the Town. Recalled employees must notify the Town of their acceptance of recall within five days of receipt of the recall notice

Section 6. Vacation Leave. Vacation scheduling conflicts shall be resolved on the basis of seniority, if notice has been given to the Town of thirty (30) days or more. If less than thirty (30) days' notice has been given by the employee, vacation may be approved by the Department Director on a first come, first served basis.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 13
DRUG FREE WORKPLACE

The Town has established a drug free workplace for its employees, and its Drug Free Workplace Policy is hereby incorporated into and made a part of this Agreement as Appendix A.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 14
HOURS OF WORK AND
OVERTIME COMPENSATION

Section 1. The normal workweek for full-time bargaining unit employees shall consist of five (5) eight (8) hour workdays, usually Monday through Friday, 7:30 a.m. to 4:00 p.m., except employees assigned to the Lake Park Harbor Marina, which may work an alternate schedule consistent with the Lake Park Harbor Marina's seven (7) days per week operation (or Monday through Sunday operation). Management shall provide to affected employees advance notice of no less than 30 days if such workweek needs to be changed.

Section 2. Overtime shall be authorized and approved in advance by the applicable Department Director only in instances necessary to ensure the efficient operation of Town business as determined by the Department Director or designee. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1½) times the employee's regular prevailing hourly rate, and paid in the form of money compensation in the employee's next regular paycheck for the period during which the overtime was worked, or compensatory time, at the employee's option.

Time worked for the purposes of calculating overtime does ~~not~~ include holidays only and excluding all scheduled and unscheduled leave time.

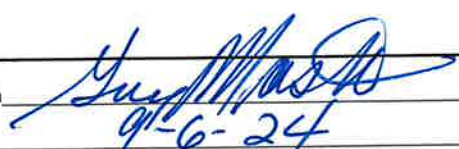
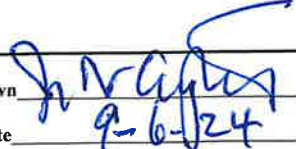
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Section 3. A call back is a request by management to return to work at a time when an employee is not regularly scheduled to work. When an employee is required to return to work at a time that is not continuous with his regular hours of work, the employee will be paid a minimum of two hours at the prevailing rate of pay, regardless of whether the actual hours worked are less than two hours. All call-back time will be paid at time and one-half the employee's regularly prevailing hourly rate, regardless of actual hours worked in the particular week.

Section 4. During a declared emergency and during regular working hours, non-exempt full-time employees who are not required to work by the Town Manager may be sent home and paid their regular rate of pay based upon their scheduled hours.

Section 5. Employees who work on holidays shall receive premium pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of Article 20 (Holidays).

Commented [BT2]: Relocated from Article 20 Approved at 6/12/2024 Executive Session.

Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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ARTICLE 15
WORKING OUT OF PAY GRADE

Section 1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher pay grade for three (3) consecutive work days (24 hours) or more shall be paid, in addition to his normal wages, an incentive payment equal to five percent (5%) of the employee's regular hourly rate or the minimum rate of pay for that temporary pay grade actually worked, whichever is greater for each hour worked in the higher pay grade.

Section 2. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties as a foreman for three (3) consecutive work days (24 hours) or more shall be paid at the entry rate of the foreman pay grade, or 5% above the employee's prevailing hourly rate of pay, whichever is greater, for all hours worked.

Section 3. Upon approval by the Town Manager, any full time or part time employee temporarily assigned to perform the work duties of a higher pay grade that is management in nature for five consecutive workdays (40 hours), or more, shall receive up to a five (5) percent differential or shall be paid at the entry rate of such higher pay grade whichever is greater.

Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>9-6-24</u>
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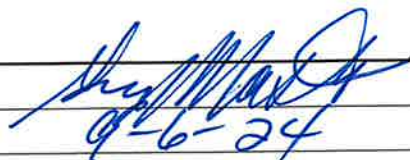
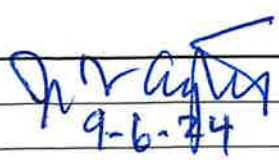
ARTICLE 16
SAFETY AND EQUIPMENT

Section 1. The Town agrees to provide all employees with safety shoes and agrees to repair or replace such shoes as determined in the judgment of the Foremen.

Section 2. Safety shoes shall be worn by Public Works Department employees at all times, while on the job unless there exists reasonable justification for failing to do so. An employee reporting for work without safety shoes shall report such fact to the Department Director, or designee, prior to starting work.

Section 3. The Town shall abide by all federal and state safety requirements pertinent to members of this bargaining unit. The Town shall provide all necessary safety equipment, including safety shoes and protective clothing, as required. All employees must use safety equipment.

Section 4. The Town will issue uniforms to all employees who are required to wear them, unless the Department Director approves an exception. The uniforms will be purchased by the Town or provided through a uniform company at the sole discretion of the Town. Uniforms shall only be worn during work hours and employees shall not wear Town uniforms in public unless they are on paid status.

Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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ARTICLE 17
TRAINING

The Town shall pay for the cost of any training that is necessary for an employee to maintain any required licenses or certifications or to enhance the employee's job knowledge, or to qualify the employee for promotion purposes, subject to the current fiscal year's budget of the department in which the employee is working and other operational concerns as determined in the sole discretion of the Department Director.

Union

Town

Date

Date

ARTICLE 18
EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES

Section 1. The Federation recognizes and acknowledges that the Town has the right to maintain appropriate discipline among its employees. Employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a respectful manner that reflects positively upon the Town. The Town shall have the right to discipline its employees for cause. Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, that employee shall be subject to disciplinary action as appropriate.

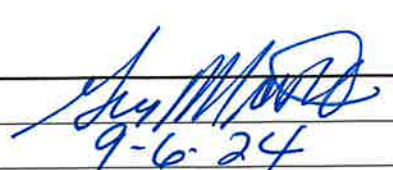
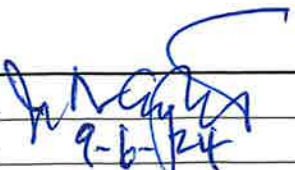
All employees must first be given a notice of the infraction within ten (10) business days after the occurrence of the infraction or management's first knowledge of the infraction. Such notice can be provided to the employee in person, by certified mail, or by email.

All discipline shall be progressive and corrective in nature rather than punitive and should follow the discipline steps outlined in this article. However the discipline steps may be skipped depending on the nature or severity of the infraction, such as theft, fighting, drinking or possession of illegal drugs.

Section 2. Progression of disciplinary actions that may be taken against Town employees may include:

- (a) Documented Written Verbal reprimand
- (b) Written reprimand
- (c) Suspension of one (1) to three (3) days without pay
- (d) Suspension greater than three (3) days without pay
- (e) Discharge of Employment


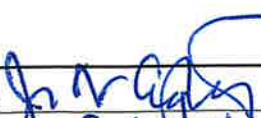
Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the meeting, if the employee requests one and if the employee has reasonable grounds to believe the meeting may result in disciplinary action against the employee.

Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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Section 4. The Town reserves the right to treat each disciplinary occurrence individually. The Town further reserves the right and has the duty to judge each incident separately, and may modify penalties to include lesser or more severe penalties when appropriate circumstances exist.

Documented verbal written reprimands (for Category I offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offense during the succeeding twenty-four (24) months. Documented written reprimands (for Category II offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offenses during the succeeding 36 months.

Section 5. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of the Town's business and reasonable penalties for violations of such rules provided said rules and regulations do not conflict with any provisions of this Agreement or any terms and conditions of employment.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 19
EDUCATION

The Town may reimburse its employees for some or all of their tuition expenses, and textbooks in accordance with Town policy provided that the coursework is taken at an accredited educational institution and that the coursework is related to the employee's job function and the employee executes an agreement with the Town to remain in the Town's employment for two years following completion of the last reimbursed course. In the event that the employee does not remain in the Town's employment for two years following the completion of any class, then in accordance with the agreement executed between the Town and the employee, the employee shall reimburse any and all funds that have been paid by the Town within the last 24 months. The employee seeking such reimbursement shall enter into an agreement with the Town setting forth the above requirements, which agreement shall be approved by the Town Commission on a case-by-case basis.

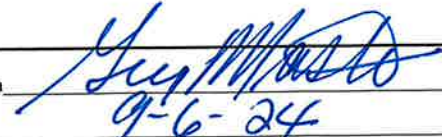

The Town reserves the right to modify its tuition reimbursement program depending upon availability of funding. In the event the Town modifies the tuition program, this section of the collective bargaining agreement shall be deemed to have been modified in accordance with the Town's modifications.

The Town further reserves the right to cap the amount of per credit hour reimbursement for employee coursework in an amount not to exceed the State of Florida's university system credit hour cost.

In order to qualify for reimbursement and prior to the payment of any tuition:

- No later than April 1, an employee seeking tuition reimbursement, shall submit such information on the course(s) for which he is seeking reimbursement to his Department Director which demonstrates to the satisfaction of the Department Director that the courses are related to the employee's job function; and
- Employees shall not be entitled to reimbursement pursuant to this section unless funding for education has been included in the approved town budget for the fiscal year in which reimbursement is sought

Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Director.

Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>11/8/2024</u>	<u>27th</u>
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The employee shall provide a copy of all grade reports to the Human Resources Director upon receipt by the employee.

Reimbursement shall be based upon receipt of the grade achieved or the equivalent record of achievement such as a transcript as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C.....	No reimbursement

If the employee is working toward a degree, the course cost shall not be reimbursed if it is not a documented required course for obtaining the degree sought.

Union *[Signature]* Town *[Signature]*
 Date 9-6-24 Date 9-6-24

ARTICLE 20
HOLIDAYS

Section 1. The Town agrees to recognize the following paid holidays for bargaining unit members:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Spring Holiday (as set forth in the Annual Town Calendar)
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Winter Holiday (day before Christmas)
Christmas Day
Floating Holiday*
Employee's Birthday Holiday**

In the event that the holiday occurs on a weekend, the workday closest to the holiday shall be the observed paid holiday.

*The Floating Holiday of the Employee's Choice must be scheduled and taken during the applicable fiscal year (i.e. October 1 through the last full pay period in the month of September). The Floating Holiday leave must be used in a minimum of eight hour increments.

**The employee's Birthday Holiday must be taken before the last day of the month immediately preceding the employee's birthday or it will be forfeited. Employees must be employed as a regular full-time or regular part-time employee on the date the birthday occurs in order to be eligible for the Birthday Holiday. The employee must notify the supervisor and obtain department approval prior to designating and taking either of these holidays. Regular full-time employees must use the Birthday Holiday in a minimum of four hour increments. Regular part-time employees must use the Birthday Holiday six or seven hour increments depending upon their regular part-time work schedule.

Union

Town

Date

Date

For example, if they are 60 hour biweekly part-time employees, they are entitled to six Birthday Holiday hours and must take them in a six hour increments. If they are 70 hour bi-weekly part-time employees, they are entitled to seven Birthday Holiday hours and must take them in a seven hour increments.

Section 2. Employees must work their entire scheduled work day before and their entire scheduled work day after the holiday (or be on approved paid leave) in order to be paid for the holiday, unless the holiday occurs while the employee is on paid time off.

~~Section 3. Employees who work on holidays shall receive premium pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of this article.~~

Commented [BT3]: Moved to Article 14 Approved at
6/12/2024 Executive Session.

Union

Town

Date

Date

ARTICLE 21
VACATION LEAVE, SICK LEAVE, PAYMENT IN LIEU OF SICK LEAVE UPON
SEPARATION FROM SERVICE, AND PERSONAL LEAVE

VACATION LEAVE

Section 1. Vacation leave shall accrue in accordance with the schedule set forth below:

	Hours/Bi-weekly Pay Period	Days
Through completion of 5 years of service	5.0	16.25
6 years through completion of 10 years of service	6.0	19.5
After completion of 10 or more years of service	8.0	26

All regular part-time employees shall earn vacation leave on an annual basis based upon the number of hours they work per year, as follows:

0 to 5 years of employment:

For 50 hours worked per pay period – 3.125 hours per pay period or 81.25 hours per fiscal year

For 60 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 70 hours worked per pay period – 4.375 hours per pay period or 113.75 hours per fiscal year

6 – 10 years of employment:

For 50 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 60 hours worked per pay period – 4.5 hours per pay period or 117 hours per fiscal year

For 70 hours worked per pay period – 5.25 hours per pay period or 136.5 hours per fiscal year

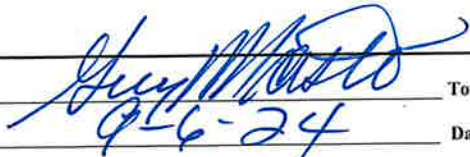
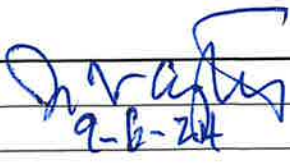
10+ years of employment:

For 50 hours worked per pay period – 5 hours per pay period or 130 hours per fiscal year

For 60 hours worked per pay period – 6 hours per pay period or 156 hours per fiscal year

For 70 hours worked per pay period – 7 hours per pay period or 182 hours per fiscal year

Section 2. Vacation leave may be used by the employee for the purpose of vacation, in accordance with the provisions set forth within this Article.

Union  Town 
Date 9-6-24 Date 9-6-24

Section 3. Vacation leave may accrue to a maximum of 480 hours, (60 days); upon separation of employment no employee shall be paid more than a maximum of 240 hours (30 days) of vacation leave.

Section 4. Employees are encouraged to use at least five (5) vacation leave days per calendar year for purposes of vacation.

Section 5. An employee seeking to use his vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Director at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive working days must be submitted to the office of the Department Director at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Director, which approval shall not be unreasonably withheld. The Department Director, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this Section

Section 6. An employee may take all of his accrued vacation leave for purposes of vacation and/or personal matters, up to a maximum of four (4) weeks at any one time, at the discretion of the Department Director.

Section 7. Probationary employees shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town.

Section 8. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination.

SICK LEAVE

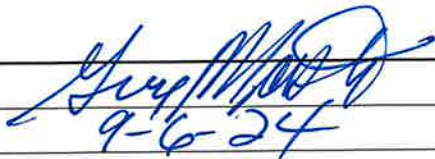
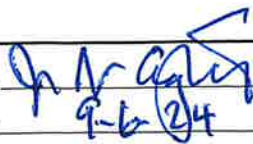
Section 9: All full-time employees shall accrue sick leave at the rate of 2.16 hours per pay period, or seven (7) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

All regular part-time employees shall earn sick leave on an annual basis based upon the number of hours they work per year, as follows:

For 50 hours worked per pay period – 1.35 hours per pay period

For 60 hours worked per pay period – 1.62 hours per pay period

For 70 hours worked per pay period – 1.89 hours per pay period

Union		Town	
Date	9-6-24	Date	9-6-24

Section 10: To be granted sick leave with pay, the following procedures must be strictly adhered to:

- (a) The employee shall notify the Department Director or their supervisor not later than one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employee's absence shall result in an unauthorized leave without pay for that day.
- (b) Sick leave shall not be authorized prior to the time it is earned and credited to the employee.
- (c) Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.
- (d) Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Director and the Town Manager.
- (e) Sick leave shall not be used for vacation leave.

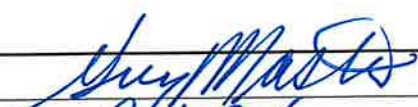
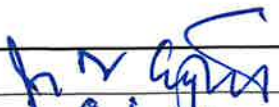
After three (3) consecutive workdays of absence the employee shall be required to submit medical documentation directly to the Human Resources Director. Employees who because of a physical or mental disability require accommodation in order for them to perform the essential functions of their jobs must directly advise the Human Resources Director of this so that the Town can process their request for reasonable accommodation as set forth at Article 22 herein.

Abuse of Sick Leave privileges such as reporting sick when not sick or obtaining Sick Leave under false pretenses may be cause for disciplinary action, up to and including termination of employment.

Use of sick leave requires that the employee call in on a daily basis in accordance with Town leave procedures.

PAYMENT IN LIEU OF SICK LEAVE UPON SEPARATION FROM SERVICE

Section 11. The Town will provide payment in lieu of sick leave upon separation from service (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation, layoff, or retirement, or to their beneficiaries if service is terminated by death. Payout of sick leave upon separation from service shall not exceed an amount determined as follows:

Union		Town	
Date	9-6-24	Date	9-6-24

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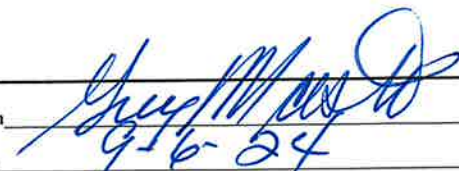
6 months - 5 years full-time service	25 % times the number of days (or hours) of accumulated sick leave
6-10 years full-time service	37.5 % times the number of days (or hours) of accumulated sick leave
10+ years full-time service	50 % times the number of days (or hours) of accumulated sick leave.

PERSONAL LEAVE:

Section 12. Employees may use five (5) days of sick leave per fiscal year designated as personal leave.

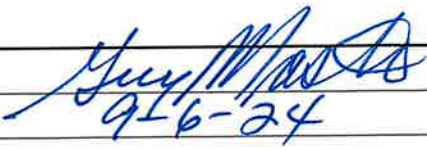
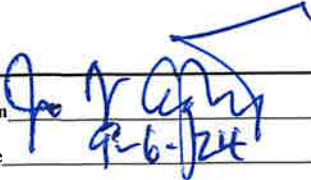
Section 13. Employees seeking to use personal leave must provide notification in accordance with the employee's departmental procedures prior to the beginning of the employee's workday.

Section 14. Personal Leave cannot be carried over from year to year. Personal leave must be used in a minimum of 15 minute increments in the afternoons only if necessary.

Union  Town 
 Date 9-6-24 Date 9-6-24

ARTICLE 22 REASONABLE ACCOMMODATION

The Town complies with federal and state laws regarding disability, including the Americans with Disabilities Act (ADA). Qualified job applicants or employees who inform the Town of a recognized disability which requires an accommodation in order for them to perform the essential functions of their jobs shall advise the Human Resources Director of the need for accommodation and submit a request on a Town Request for Accommodation form. The Human Resources Director shall determine whether the accommodation requested is reasonable, and if so make such modification as may be necessary to allow the employee to perform the essential functions of the job.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 23
MAJOR ILLNESS LEAVE

Section 1. Paid major illness leave is available upon application by employees who need to be off work for an extended period due to their own major illness or injury.

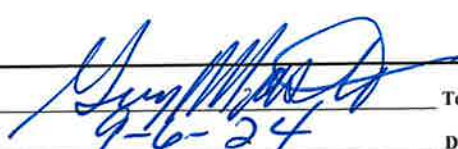
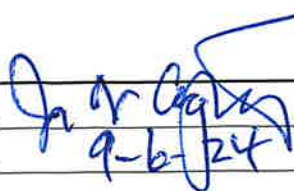
A major illness is defined generally as an illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits.**

Section 2. Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 3. Employees applying for the use of major illness leave must submit to the Human Resources Director a Physician's Certificate documenting the illness. Following the use of major illness leave for purposes other than absences due to ongoing intermittent/continual treatment, a doctor's statement of "fitness for full duty" shall be required in order to return to work.

Section 4. Employees who become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use vacation leave to supplement the short-term and long-term disability.


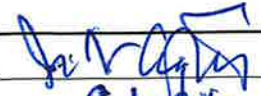
Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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ARTICLE 24
BEREAVEMENT LEAVE

Section 1. The Town agrees that when a death occurs in the immediate family of an employee, he or she shall be granted five (5) days of paid leave at their prevailing rate of pay.

Section 2. For the purpose of this Article, the immediate family shall consist of: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.

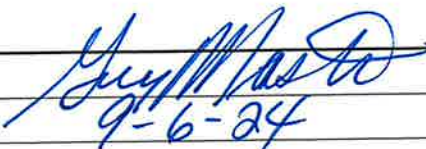
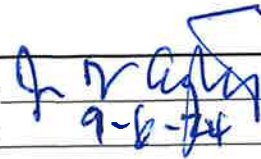
Section 3. Proof of death of the immediate family member must be furnished to the Department Director in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Such proof of death shall be a published death notice or such other documentation that is acceptable to the Department Director.

Union <u></u> Date <u>9-6-24</u>	Town <u></u> Date <u>9-6-24</u>
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ARTICLE 25
JURY DUTY

Section 1. Any full-time employee who is required to be absent from his regular duties by reason of jury duty shall be excused from duty with pay. If the employee receives payment from the Court, the employee must endorse the check over to the Town.

Section 2. Employees who seek to be excused from duty under this article shall present official notice of jury duty to their supervisor at least twenty-four (24) hours in advance of the scheduled jury duty (unless the employee actually receives less than twenty-four hours advance notice of jury duty). Employees who are required to be absent from duty by reason of jury duty shall submit documentation to the Town showing all days and hours of jury duty upon return to work. Upon being released from jury duty the employee shall immediately report for work except that employees released from jury duty on or after 2:00 p.m. shall not be required to report for work until the next working day.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 26 INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

Insurance Benefits

- A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.

Regular full-time and eligible regular part-time employees who have other qualifying minimum value minimum essential medical insurance coverage have the option to decline, i.e. opt out of, the Town's medical insurance coverage by completing the Health Coverage Opt-Out Credit-Attestation Regarding Other Coverage form and submitting it to the Human Resources Director. Such employees are then eligible for monthly opt-out payments from the Town in ~~the~~ an amount of not less than ~~\$394.00~~ \$589.75 40 percent of the fiscal year cost for single medical insurance coverage for the term of this Agreement for Fiscal Year 2022 and shall adjust to the budgeted amount in the second and third year of this Agreement.

Commented [BT4]: Approved at the 7/3/2024 Executive Session and further refined by Finance (dollar amount changed to a percent).


- B. The Town agrees to continue to maintain the same level of coverage (Medical, Dental and Vision) and the Town's eligible employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan as is afforded to all eligible employees.
- C. The employee's agree to share equally in any adjustment in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits equal to all other eligible Town employees. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

- D. The Town agrees to continue to maintain the same level of coverage for short term and long term disability as defined in the schedule of employee benefits as is afforded to all regular full-time employees.

Union  Date <u>9-6-24</u>	Town  Date <u>9-6-24</u>
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- E. The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) vaccine as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.

Union		Town	
Date	9-6-24	Date	9-6-24

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**ARTICLE 27
WAGE SCALE**

~~Section 1. Effective October 1, 2021 through
September 30, 2024, the pay ranges for the bargaining
unit employees shall be as follows:~~


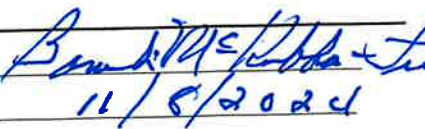
Section 1:

				MINIMUM FY2025		MAXIMUM FY2025	
				PER YEAR	PER HR	PER YEAR	PER HR
Department: Public Works							
40	NE	Facilities Maintenance Worker I	**	40,503.60	19.47	64,805.75	31.16
70	NE	Facilities Maintenance Worker II	**	49,618.65	23.86	79,389.84	38.17
90	NE	Foreman - General Infrastructure	**	56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Grounds Maintenance	**	56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Sanitation	**	56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Vehicle Maintenance	**	56,808.39	27.31	90,893.42	43.70
20	NE	Groundskeeper	**	35,377.41	17.01	56,603.86	27.21
40	NE	Groundskeeper, Lead	**	40,503.60	19.47	64,805.75	31.16
50	NE	Irrigation Technician	**	43,338.85	20.84	69,342.16	33.34
40	NE	Maintenance Worker	**	40,503.60	19.47	64,805.75	31.16
60	NE	Mechanic	**	46,372.57	22.29	74,196.11	35.67
30	NE	Sanitation Truck Operator Trainee	**	37,853.83	18.20	60,566.13	29.12
40	NE	Sanitation Truck Operator I	**	40,503.60	19.47	64,805.75	31.16
60	NE	Sanitation Truck Operator II	**	46,372.57	22.29	74,196.11	35.67
60	NE	Stormwater Infrastructure Manager	**	46,372.57	22.29	74,196.11	35.67
40	NE	Stormwater Technician I	**	40,503.60	19.47	64,805.75	31.16
60	NE	Stormwater Technician II	**	46,372.57	22.29	74,196.11	35.67
Department: Marina							
40	NE	Dock Attendant	**	40,503.60	19.47	64,805.75	31.16
70	NE	Marina Maintenance Worker II	**	49,618.65	23.86	79,389.84	38.17

E - Exempt

NE = Non-exempt

** Bargaining Unit

Union  Town  ITM
Date 11/8/24 Date 11/8/2024

Once an employee's base annual compensation reaches the maximum pay range for his or her job classification, the employee shall no longer be eligible for further increases to his or her yearly base compensation until the base compensation for the pay range is increased. In the interim, and effective October 1, 2024, those employees who have reached the maximum of their pay grade shall be eligible for an annual lump sum payment which is not added to their base pay. Bargaining unit employees who are not topped out but whose percentage wage increase in any year of this agreement would put them above the maximum of their pay range will receive a prorated percentage increase to take them to the top out on that year and will receive the remainder of the applicable increase as a one-time lump sum payment which portion will not be added to the base wage.

Commented [BTS]: This language captures what is already being done. Approved at 6/12/2024 Executive Session

Section 2. The Town Manager may in his discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. All employees covered by this Agreement shall receive a ~~two (2) six (6)~~ Three (3) percent cost-of-living increase in their annual compensation ~~as of effective October 1, 2024.~~ There shall be reopeners for wages in the second and third year of this Agreement.

~~All employees covered by this Agreement shall receive a one (1) percent cost of living increase in their annual compensation as of October 1, 2024, October 1, 2025 and October 1, 2026.~~

Additionally, all employees covered by this Agreement shall be eligible to receive the following merit increases based upon the outcome of their individual performance evaluations in the first, second and third year of this Agreement:

For achieving a total rating factor of 1.1 to 2.4	0 percent
For achieving a total rating factor of 2.5 to 3.0	1&1/2 <u>2</u> percent increase
For achieving a total rating factor of greater than 3.0	<u>3</u> percent increase

Section 4. Full-time employees shall receive monetary recognition for length of service with the Town in accordance with the Pay Plan on cardinal years as follows:

\$500.00 shall be awarded to the employee at the completion of five (5) years of regular full-time service with the Town.

At the end of ten (10) years of regular full-time service with the Town, the employee shall receive \$1,000.00 in longevity pay.

Union <u>[Signature]</u>	Town <u>Bonnie M. McArthur IT 11</u>
Date <u>11/8/24</u>	Date <u>11/8/2024</u>

At the end of ten (10) years of regular full-time service with the Town, the employee shall receive \$1,000.00 in longevity pay.

Effective September 1, 2019, employees who reach fifteen (15) years of regular full-time service with the Town shall receive \$2,000.00 in longevity pay.


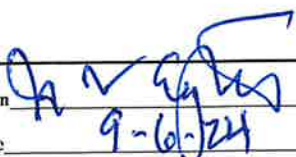
Upon reaching twenty (20) years of regular full-time service with the Town, the employee shall receive \$3,000.00 in longevity pay.

Employees who reach twenty five (25) years of regular full-time service with the Town shall receive \$4,000.00 in longevity pay; however, employees who exceed twenty-five (25) years of regular full-time service with the Town shall receive no more than \$4,000.00 in longevity pay on the cardinal year anniversaries of their service with the Town.

Those employees receiving longevity pay prior to October 1, 1999 shall continue to receive longevity pay in the amount of \$1,000.00 per year.

NOTE: For purposes of longevity pay, length of service shall mean continuous service with the Town commencing with the initial date of regular full-time employment by the Town.

Section 5. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 28
ILLNESS/INJURY IN THE LINE OF DUTY

Section 1. A Town employee who sustains an illness/injury in the line of duty shall pursuant to Chapter 440 Florida Statutes receive a benefit equal to the employee's normal salary less Workers' Compensation, Social Security and any other such benefits received by the employee which are provided by the Town as set forth in the Employee Handbook.

Section 2. If the employee is not fit for full duty upon conclusion of the twelve (12) weeks of unpaid leave and has been released by his or her physician with temporary limitations on duties, the employee will be paid in accordance with the Town's Worker's Compensation Return to Work policy.

Because the Town values its employees, the Town has established its Return to Work ("RTW") program through which employees who have temporary disabilities due to an illness or injury in the line of duty are provided with opportunities to transition back to work when medically feasible. The purpose of this RTW policy is as follows:

- To assist in the recovery process by providing employees with a goal and focus for returning to full productivity;
- To reduce the financial burden to employees by allowing them to resume full wages as soon as possible; and
- To reduce the Town's Worker's Compensation costs.

Through this RTW program, the Town will compensate employees at the rate of 80 percent of their regular rate of pay, which can be supplemented by the employee's accrued sick and vacation leave banks.

Employees, who as a result of an illness or injury in the line of duty, have been released by their physician to return to work with temporary limitations on duties (e.g., light duty), shall participate in the Town's RTW program. An employee who declines a light duty position that meets his or her physician's requirements may be disqualified from worker's compensation benefits. Employees must directly advise the Human Resources Director that they have been released with such temporary limitations on duties and must request a Return to Work Request Form for completion by the employee and by the employee's physician.

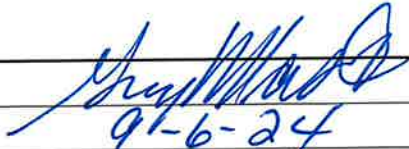
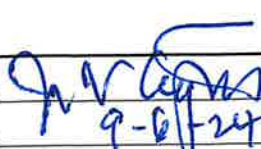
Union

Town

Date

Date

Once such form has been completed, it must be submitted directly to the Human Resources Director for further processing and to identify duties within the Town that meet such limitations.

Union		Town	
Date	9-6-24	Date	9-6-24

ARTICLE 29
RETIREMENT PLANS

Between October 1, 2024 and June 30, 2025, the Town will provide a defined contribution pension plan and deferred compensation plan to all full-time employees of the bargaining unit. Such employees will be able to choose among investment alternatives of the plan for funds contributed on his behalf.

The Town participates in a 401(a) defined contribution plan. Pension benefits for employees begin upon the completion of the initial six-month probationary period for newly hired full-time employees. Such probationary period shall not exceed a 12-month period of continuous full-time employment. The Town contributes 7 & ½ percent of the employee's pay on a bi-weekly basis. The employee's vesting in the pension is as follows:

25% vested	After two years of service
50% vested	After three years of service
75% vested	After four years of service
100% vested	After five years of service

The Town also participates in a 457 deferred compensation plan. For employees who choose to contribute to the Town-sponsored 457 deferred compensation plan, the Town will match either 50%, 75%, or 100% of the first 5% of employee's compensation depending upon number of years of service, as follows:

Years of Service	Percentage
1 – 5 years	50%
6 – 10 years	75%
11+ years	100%

Each member may contribute up to an amount applicable under current law each year to employee's retirement account.

Should the Town desire to modify the pension plan provider, the Town will impact bargain.

Effective July 1, 2025, the Town will begin participating in the Florida Retirement System and the aforementioned retirement plan will terminate.

Union

Town

Date

Date

The Florida Retirement System (FRS) offers two retirement plans for municipal employees: a pension plan for long-term workers and a defined contribution plan for shorter-service workers.


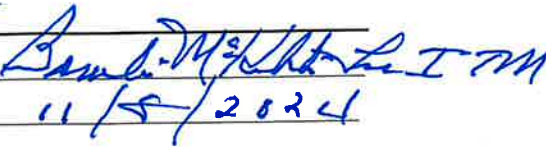
The FRS Pension Plan is a defined benefit plan, in which employees are guaranteed a benefit at retirement if you meet certain criteria. The amount of the employee's future benefit is determined by a formula, based on the employee's earnings, length of service, and membership. Employees will be eligible for a Pension Plan benefit (i.e. be vested) when they complete six years of service (if employees were enrolled in the FRS prior to July 1, 2011) or eight years of service (if employees were enrolled in the FRS on or after July 1, 2011).

The FRS Investment Plan is a defined contribution plan, similar to a private sector's 401(k). Here, contributions are made by the employee and/or the employer into an account in the employee's name, and the employee selects from a range of investment options. The ultimate benefit is determined by the contributions and the investment returns (or losses) over time. The vesting period in this plan is one year of service. Participants in the FRS Investment Plan contribute a portion of their salary towards their retirement savings. The contribution rates are set by legislation and may vary depending on factors such as employee class and salary level. These contributions, along with any employer matching contributions, are invested according to the participant's selected investment options.

The current contribution percentages for both the Pension and Investment plans are:

These contribution percentages are subject to change as mandated by state legislation.

Should the Town desire to modify the pension plan provider, the Town will impact bargain.

Union  Town 
Date 11/8/24 Date 11/5/2024

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ARTICLE 30
SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not affect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein.

Union		Town	
Date	9-6-24	Date	9-6-24

A 48

ARTICLE 31
DURATION OF AGREEMENT

This Agreement shall take effect ~~retroactive to~~ October 1, 202~~14~~⁴⁷ upon ratification by the parties and shall remain in full force and effect through the 30th day of September, 202~~47~~⁴⁷ unless written notice of termination or amendment is given by either party 150 days but not less than sixty (60) days prior to the expiration of this Agreement.

Commented [BT12]: Approved at the 6/12/2024 Executive Session

Union

Town

Date

Date

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Dated this _____ day of _____, 202~~24~~.

ON BEHALF OF THE
TOWN OF LAKE PARK

ON BEHALF OF THE UNION

Federation of Public Employees, A
Division of the National Federation Of
Public and Private Employees (AFL-
CIO)

TOWN MANAGER

BUSINESS REPRESENTATIVE

MAYOR

DIVISION PRESIDENT

TOWN SEAL ATTEST:

WITNESS

TOWN CLERK

Union

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Date

Date

DRUG FREE WORKPLACE POLICY

APPENDIX A

Section 1. PURPOSE.

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

This policy is established to provide guidelines on handling incidents of alcohol and/or drug abuse as it relates to the workplace, in compliance with the drug-free workplace requirements under the Florida Statutes Workers' Compensation Chapter (Fla. Stat. § 440.101-02). The legislative intent of the Chapter is to promote drug-free workplaces in order for employers to be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees. Further, drug abuse is discouraged under the statute, and employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. To qualify as having established a drug-free workplace program under Chapter 440 and to qualify for discounts provided under section 627.0915, Florida Statutes, and deny medical and indemnity benefits under this chapter, the Town must implement drug testing that conforms to the standards and procedures established in section 440.102. The Town has implemented a drug-free workplace program in accordance with the notice, education, and procedural requirements taken directly from the comprehensive procedures outlined in Florida Statute § 440.102. Chapter 59A-24 of the Florida Administrative Code, containing the Drug-Free Workplace Standards adopted by the Agency for Health Care Administration, is also hereby incorporated by reference and shall be utilized for all drug testing pursuant to Chapter 440, Florida Statutes.

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Questions concerning the Town's policy should be presented to the Human Resources Director for guidance or clarification.

Section 2. DEFINITIONS.

The definitions set forth in Chapter 440, Florida Statutes, and Chapter 59A-24 Florida Administrative Code will apply to the terms used in this policy. In pertinent part:

- a. **Confirmation test, confirmed test, or confirmed drug test** refer to a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- b. **Drug** means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid¹; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.
- c. **Drug Rehabilitation Program** means a service provider, established pursuant to s. 397.311(33), Florida Statutes, that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
- d. **Drug test or test** refer to any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

¹ "Drug" is defined herein as defined in Fla. Stat. § 440.102(1)(c). The section 440.102 has not been amended since the passage of Fla. Stat. § 381.986, the legislature has not expressly provided an exception to the definition of "drug" for medically prescribed low-THC Cannabis (as defined in section 381.986). "Drug" is therefore interpreted by the Town as including all cannabinoids, including low-THC Cannabis. However, through section 440.102(1)(l)'s reference to section 893.02 (which defines "cannabis" as excluding low-THC Cannabis), this policy shall treat low-THC Cannabis as a prescription drug, and all appropriate rules and requirements shall apply accordingly.

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- e. **Initial Drug Test** means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.
- f. **Job Applicant** means a person who has applied for a mandatory-testing position. Mandatory testing positions include the following:
- Dock Attendant
 - Sanitation Truck Operator Trainee
 - Sanitation Truck Operator I
 - Sanitation Truck Operator II
 - Foreman General Infrastructure
 - Sanitation Foreman
 - Grounds Maintenance Foreman
 - Lead Groundskeeper
 - Stormwater Infrastructure Foreman
 - Stormwater Technician I
 - Stormwater Technician II
- g. **Medical Review Officer or MRO** means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- h. **Prescription or non-prescription medication** refer to drugs or medication obtained pursuant to a prescription as defined by section 893.02², Florida Statutes, or a medication that is authorized pursuant to federal or state law for

² As referenced above in subsection (b), defining "drugs" under this Policy, section 893.02 defines "Cannabis" as excluding "low-THC cannabis", as long as the low-THC cannabis is manufactured, possessed, sold, purchased, delivered, distributed, or dispensed in conformance with section 381.986, Florida Statutes. Accordingly, such low-THC cannabis will be evaluated as a prescription drug, and employees must conform with the requirements of Section 5(f) of this Policy.

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general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

- i. **Reasonable-suspicion drug testing** means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, or contributed to an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

- j. **Mandatory-testing position** means a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to section 110.1127, Florida Statutes, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

- k. **Special-risk position** means a position that is required to be filled by a person who is certified under Chapter 633 (Fire Prevention and Control) or Chapter 943 (Department of Law Enforcement), Florida Statutes.

- l. **Specimen** means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

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Section 3 NOTICE

- a. Prior to testing, an employee or job applicant shall receive proper notice in the form of this Comprehensive Alcohol and Drug Abuse Policy. Additionally, Chapter 59A-24 of the Florida Administrative Code shall be provided upon request.
- b. The drugs to be tested for are included in the definition provided above. The following is a list of over-the-counter and prescription drugs which could alter or affect a test result:
 - i. Alcohol: all liquid medications containing ethyl alcohol (ethanol). For example: Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof). Check the label of liquid medications for alcohol content.
 - ii. Amphetamines: Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
 - iii. Cannabinoids: Marinol
 - iv. Cocaine: Cocaine HCl topical solution (Roxanne)
 - v. Phencyclidine : Not legal by prescription
 - vi. Methaqualone: Not legal by prescription
 - vii. Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, NOVahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
 - viii. Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
 - ix. Benzodiazepines: Ativan, Azene, Clonpin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
 - x. Methadone: Dolphine, Metadose
 - xi. Propoxyphene: Darvocet, Darvon N, Dolene, etc.

This list is not intended to be all-inclusive.

- c. The following are the name, address and telephone number of the Town's Employee Assistance Program (EAP) through which substance abuse assessment and counseling services are available to Town employees. The Town will pay the cost of such services if the Town's sponsored EAP program is used:

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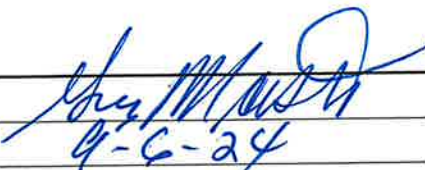
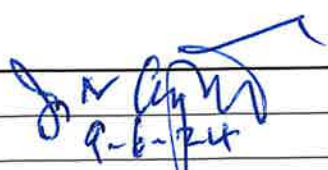
New Directions Behavioral Health, L.L.C
www.ndbh.com

- d. The Town has a collective bargaining agreement, which acknowledges the Town's adherence to Fla. Stat. § 440 and requirements for a drug free workplace policy in conjunction with workers' compensation rights. For employees whose positions are covered by the collective bargaining agreement, appeals of disciplinary actions may be brought forth following the procedures set forth in the collective bargaining agreement. More specifically: All regular full-time and regular part-time employees may make an appeal of disciplinary action or other management decision by addressing the appeal to the Employee Complaint Review Committee (ECRC). In the event of an appeal of disciplinary action, the employee may request such an appeal requesting that the ECRC determine the appropriateness of the recommended disciplinary action. Such request shall be submitted in writing to the Human Resources Director within five (5) workdays of the disciplinary recommendation using the prescribed form. The Human Resources Director shall forward the request to the Town Manager who shall submit the request to the ECRC to convene the meeting.

Section 4 WHEN TESTING MAY BE REQUIRED

The Town may require an employee to submit to tests for the presence of drugs after proper notice, under any of the following circumstances:

- As part of the initial screening process for job applicants applying for special-risk or mandatory-testing positions, as defined above.
- Whenever an employee's job classification is changed such that the new job classification is a special-risk or mandatory-testing position, as defined above.
- Whenever Reasonable-Suspicion Drug Testing is warranted, as defined above.
- As part of routine fitness for duty drug testing for employees in special-risk or mandatory-testing positions.
- Information that an employee has caused, or contributed to, an accident while at work.

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The following job positions require a current commercial drivers' license and are subject to routine fitness for duty drug testing every two years:

- Foreman General Infrastructure
- Sanitation Foreman
- Vehicle Maintenance Foreman
- Sanitation Truck Operator Trainee
- Sanitation Truck Operator I
- Sanitation Truck Operator II
- Maintenance Worker
- Facilities Maintenance Worker II
- Stormwater Infrastructure Foreman
- Stormwater Technician I
- Stormwater Technician II

For follow-up drug testing, if the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employee is required to submit to a drug test as follow-up to such program, unless the employee voluntarily entered the program. In those cases, the Town has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a two year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

Section 5 DRUG USE PROHIBITIONS FOR ALL EMPLOYEES

Though mandatory testing may only be conducted under the circumstances listed and described above, the following conduct is prohibited for all employees pursuant to the Town's effort to provide a safe, healthy, drug-free workplace and promote a drug-free community:

- (a) All employees are prohibited from manufacturing, distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of drugs (as defined in the policy) while on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise performing Town duties away from the Town.
- (b) An employee who is perceived to be under the influence of drugs will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors and will conduct the appropriate drug test if reasonable suspicion is found. The determination of what action is appropriate in each case rests solely with the Town.

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- (c) Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Director who shall immediately notify the Human Resources Director.
- (d) For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.
- (e) The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. An employee who is using prescription medication while on the job shall do so in strict accordance with medical directions. It is the employee's responsibility to notify the prescribing physician of the duties required or performed to ensure that the physician approves the use of the prescription medication while the employee is performing their job duties. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property.
- (f) It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Section 6 TESTING PROCEDURES AND EMPLOYEE PROTECTION

The following procedure will be used for testing in accordance with this Policy and Chapter 440:

- A. A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

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- B. Specimen collection must be documented and the documentation procedures shall include: (1) labeling specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results; and (2) a form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test but shall be taken into account in interpreting any positive confirmed test result.
- C. Specimen collection, storage, and transportation to testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.
- D. Each confirmation test conducted shall be conducted by a licensed or certified laboratory pursuant to Chapter 440.
- E. A specimen may be taken or collected by: a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment; or a qualified person employed by a licensed or certified laboratory as outlined in Chapter 440.
- F. The person who collects or takes a specimen shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.
- G. Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be tested and for the integrity of the chain of custody during such transfer.

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- H. Within 5 working days after receipt of a positive confirmed test result from the medical review officer, the Town shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide the employee or job applicant a copy of the test results upon request.
- I. Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the Town explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.
- J. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the Town, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the Town to the employee or job applicant; and all such documentation shall be kept confidential by the Town pursuant to Chapter 440 and shall be retained by the Town for at least 1 year.
- K. The Town may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.
- L. The Town shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.
- M. The Town shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the Town.
- N. The Town shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the Town, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. Unless otherwise provided by a collective bargaining agreement, the Town may select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.
- O. If drug testing is conducted based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the Town pursuant to subsection (8) of Section 440.102, and shall be retained by the employer for at least 1 year.

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- P. All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.
- Q. Confirmation Testing
1. If an initial drug test is negative, the Town may in its sole discretion seek a confirmation test.
 2. Only licensed or certified laboratories may conduct confirmation drug tests.
 3. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.
 4. If an initial drug test of an employee or job applicant is confirmed as positive, the Town's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

Section 7 TOWN PROTECTION

- a. An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.
- b. No physician-patient relationship is created between an employee or job applicant and the Town or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.
- c. If an employee or job applicant refuses to submit to a drug test, the Town is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or applicant as otherwise provided in Section 440.102.

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Section 8 CONFIDENTIALITY PURSUANT TO SUBSECTION (8) OF SECTION 440.102, FLORIDA STATUTES

- d. Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.
- e. The Town laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:
1. The name of the person who is authorized to obtain the information.
 2. The purpose of the disclosure.
 3. The precise information to be disclosed.
 4. The duration of the consent.
 5. The signature of the person authorizing release of the information.
- f. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.
- g. This subsection does not prohibit the Town, an agent of the Town, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.
- h. In accordance with Attorney General Opinion 2013-19, drug test results obtained by the Town pursuant to this drug-testing program are not subject to inspection or copying pursuant to a request under Chapter 119, Florida Statutes, Florida's Public Records Law.

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Section 9 DRUG TESTING STANDARDS FOR LABORATORIES

The Town will follow the Drug-Testing Standards for Laboratories as outlined in subsection (9) of Section 440.102, Florida Statutes. Also see the drug-testing standards included in Chapter 59A-24 of the Florida Administrative Code, which will be provided upon request.

Section 10 EMPLOYEES TESTING POSITIVE FOR DRUG USE

- i. If an employee in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the Town must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.
- j. An employee in a special-risk position may be discharged or disciplined by the Town for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the Town, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

Section 11 ARREST OR CONVICTION FOR DRUG-RELATED CRIME

- A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:
 1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or other disciplinary action, or the employee may be reinstated depending upon the facts and circumstances.
 2. If convicted of a drug-related crime, an employee will be terminated from employment.

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3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.
 4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.
- B. As a condition of continued employment, an employee shall notify the Town of any criminal drug statute arrest or conviction immediately or by the beginning of the next business day.

Section 12 DENIAL OF BENEFITS

The Town shall deny an employee medical or indemnity benefits under Chapter 440 for a violation of the Drug-Free workplace program implemented by the Town.

Section 13 INVESTIGATIONS/SEARCHES

- A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.
- B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.
- C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

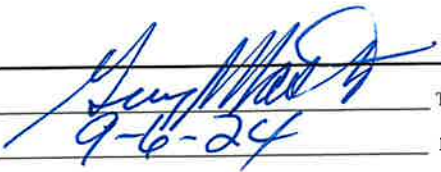
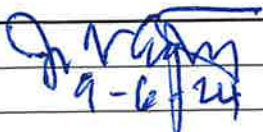
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- D. Employees will be subject to discipline, up to and including termination of employment for refusing to cooperate with searches or investigations.

Section 14. The Town agrees to reimburse employees for any costs not covered by Town insurance for required physical examinations.

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Federation of Public Employees

A Division of National Federation of Public and Private Employees (AFL-CIO)
 An Affiliate of District 1 - MEBA (AFL-CIO)
 1700 NW 66th Avenue, Suite 100, Plantation, Florida 33313
 Phone: (954) 797-7575 ~ Fax: (954) 797-2922

EXHIBIT A

- ☐ Application for Membership or
☐ Notice of New Employment

Employer _____ Recruited by _____ Hire Date _____

I hereby apply for membership in the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO). In so doing, I agree and promise to faithfully obey the Constitution and By-Laws and to conform to all the rules of the Federation, pending the final acceptance as a member.

Further, I attest that I do not believe in, and am not a member of, nor do I support any organization that believes in or teaches the overthrow of the United States government, by force or by illegal or unconstitutional methods. I certify that the statements in this application are true.

I further designate the beneficiary identified below for purposes of any and all union sponsored benefits unless otherwise designated on a separate form specific to that benefit:

(Please Print or Type)

Name (print) _____ Home Ph. _____ Cell Ph. _____
 Last First Middle area code number area code number

Birth date: _____ Soc. Security #: _____ Employee # _____

Job Classification: _____ Marital Status: ☐ male ☐ female

Address: _____
 Street Apt. # City State Zip Code

E-Mail Address _____

Previous Membership: Date Withdrawn: _____

Your Signature: _____ Date Signed: _____

Closest Living Relative: _____ Relationship: _____

Beneficiary: _____ Relationship: _____

Please circle your shirt size: S M L XL XXL XXXL

Authorization to Deduct

To (My Employer)

I hereby assign to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO), from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Federation and become due to it as my membership dues in said Federation.

This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification to my employers and the Federation.

Dues, contributions or gifts to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO), are not deductible as charitable contributions for Federal Income Tax purposes. Dues paid to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO), however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Department/Location: _____ Name (print): _____

Work and/or Cell #: _____ Name (signature) _____

Soc. Security #: _____ Today's Date: _____

PUB. revised 02/14/2011

For Office Use Only

Date Approved by DIC: _____ Date Approved by Membership: _____ Representative's Signature: _____

Union _____ Town _____

Date _____ Date _____

66

EXHIBIT B

GRIEVANCE FORM & PUBLIC RECORDS REQUEST CHAPTER 119



FEDERATION OF PUBLIC EMPLOYEES

A division of the National Federation of Public & Private Employees

Affiliated with District 1-MEBA (AFL-CIO)

1700 N.W. 66th Avenue * Suite 100-B, Plantation, Florida 33313

Office (954) 797-7575

Fax (954) 797-2922



Employer	Employer Phone	Grievance	Date
Member's Name	Location/Dept	Classification	
Member's Address		Phone:	
Immediate Supervisor's Name		Phone:	

1.

2. Specify the Article's of the Agreement which is/are violated:

3. What is the remedy and/or relief sought?

Please allow this letter to serve as the Federation's formal request pursuant to Florida Statutes 119 & 447 as follows:

- | | |
|---|--|
| <input type="checkbox"/> All documents relied on in imposing discipline | <input type="checkbox"/> Witness statements |
| <input type="checkbox"/> Employee evaluations; discipline | <input type="checkbox"/> Job descriptions for grievant |
| <input type="checkbox"/> All time cards for the last ___ months | <input type="checkbox"/> Personnel file (see attached release) |
| <input type="checkbox"/> All memoranda/emails, video tapes, cd-roms, floppy disks
pertaining to the above-listed | <input type="checkbox"/> Other: |

I hereby authorize the Federation of Public Employees to act for me in the disposition and settling of this grievance.

Date: _____	Employee Signature _____
Date: _____	Steward's Signature _____
Date: _____	Representative's Signature _____



Union _____	Town _____
Date _____	Date _____

CBA IN FINAL FORMAT

Collective Bargaining Agreement

between

the Town of Lake Park

and

**The Federation of Public Employees, a Division of the National Federation of Public
and Private Employees, (AFL-CIO)**

October 1, 2024 – September 30, 2027

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town", and the Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO), hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

The Town recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) as the exclusive bargaining agent for all regular full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

Operations Technician I, Foreman General Infrastructure, Sanitation Foreman, Grounds Maintenance Foreman, Custodian, Mechanic I and II, Facilities Mechanic I and II, Facilities Maintenance Worker I, II and III, Grounds Maintenance Worker II, Equipment Operator I, II, and III, Maintenance Worker I, II and III, Irrigation Technician I and II, Traffic Maintenance Technician I and II, Storm Water Technician I and II, Grounds Maintenance Crew Leader, Vehicle Maintenance Foreman, and Dock Attendant. Specifically excluded are all other employees of the Town of Lake Park.

Employees in the certified bargaining unit description under Public Employment Relations Commission (PERC) Certification No. 1504 and as amended on December 21, 2012 are the recognized bargaining unit, plus the following new positions: Groundskeeper, Lead Groundskeeper, Irrigation Technician, Maintenance Worker, Mechanic, Sanitation Truck Operator I, Sanitation Truck Operator II, Stormwater Infrastructure Foreman, Stormwater Technician, Marina Maintenance Worker, and Sanitation Truck Operator Trainee.

Both parties agree in the future to a UC petition to PERC.

ARTICLE 2
NON-DISCRIMINATION

Section 1. All references in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2. Neither the Union, its representatives or members, nor the Town, or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his membership or non-membership in any union.

Section 3. Neither the Union, its representatives or members, nor the Town or its representatives shall discriminate against any employee regardless of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

Section 4. The Town and the Union agree that the provisions of this Agreement shall apply to all bargaining unit employees, without regard to race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression, genetic information, pregnancy, military status, veteran status, or any other protected category, status, or activity under federal, state, or local law.

ARTICLE 3 DUES DEDUCTION

Section 1. Upon receipt of a lawfully executed written authorization form from a bargaining unit employee, the Town agrees to deduct the current regular Union dues from the employee's pay once each pay period and remit such deductions along with each members first, middle and last name, amount of deduction, and the date of deduction to the Union office within fifteen (15) working days from the date of deduction. The Union will notify the Town in writing, thirty (30) days prior to any change in its regular dues structure. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for union dues and uniform Union assessment except for garnishment in accordance with state law.

Section 2. Any member who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation with a copy to the employer, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.

Section 3. The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

Section 4. The Employer will provide to the Union at the Union's office, on an annual basis and as changes, modifications or adjustments, occur, a roster of all employees of this bargaining unit to include first name, middle initial, last name, I.D. #, job pay grade, date of hire, home address, home telephone number, and work location.

Section 5. The Union shall indemnify and hold the Town harmless against any claim made against the Town by any employee concerning any dispute over the deduction of Union dues.

Section 6. Union deductions including any amounts to the Federal Voluntary Political Action and/or Scholarship Fund shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. Such deductions shall be transmitted to The Federation within thirty (30) days after the deductions have been made. The Town agrees to provide such payroll type codes as are necessary to comply with these provisions. The Federation shall hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by Town to comply or attempt to comply with the provisions of this section.

ARTICLE 4 UNION BUSINESS

Section 1. The Union may designate two (2) members of the bargaining unit as a Union representative, and (2) members of the bargaining unit as an alternative representative who will be permitted to act as the Union representative in the absence of the designated Union representative, such designation to be in effect during the term of this Agreement. The Union shall advise the Town, in writing, of the names of its bargaining unit representative and alternate at the time the Agreement is executed and within thirty (30) days of the date any changes are made.

Section 2. One bargaining unit representative or alternate, in the absence of the Union representatives, will be allowed up to one (1) hour without loss of pay to discuss a grievance, after obtaining permission from the representative's (or alternative's) supervisor. Such permission shall not be unreasonably withheld, but will not be granted if:

- (a) Absence of the employee would jeopardize Town operations,
- (b) Absence of the employee would result in overtime,
- (c) Absence of the employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of four (4) hours in any calendar month.

Section 3. Any member of the Board of Directors of the Union attending State and National functions of the Union will attend such functions after providing appropriate notice using accrued leave time, due compensatory time, or, if approved, leave without pay.

Section 4. The Union, its members, agents, representative or any person acting on its behalf are hereby prohibited from:

- (a) Soliciting public employees during working hours of any employee who is involved in the solicitation.
- (b) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, the Lake Park Harbor Marina and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

ARTICLE 5
BULLETIN BOARD

Section 1. The Town shall furnish space for a bulletin board in the department for the exclusive use of the Union in connection with Union business.

Section 2. Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this section.

Section 3. Any notice placed on the bulletin board shall bear on its face the name of the person responsible for placing such notice or item on the board, and the date of posting.

ARTICLE 6 PROHIBITION OF STRIKES

Section 1. Strike definition: "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the Town, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment of the rights, privileges, or obligations of their employment or in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

Section 2. The Union agrees not to engage in a strike as defined in Section 1 of this article.

Section 3. Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

Section 4. In the event of a strike, as defined presently in the Public Employee Relations Act, Section 447.203(6), with the cooperation of the Town Administration, the local representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Town within twenty-four (24) hours after the commencement of such strike, what measure it has taken to comply with the provision or the provisions of this Article.

Section 5. Failure to abide by the terms set forth in this Article shall permit either party to seek recourse in accordance with Florida Statutes Chapter 447.501, Part II (as interpreted by the Public Employees Relations Commission).

Section 6. The Town shall not lock out employees. Lock out is defined as the withholding of employment by the Town from its employees for the purpose of either resisting their demands or gaining a concession from them.

ARTICLE 7 MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, in accordance with applicable laws, regulations and provisions of the Handbook of Procedures and Policies for Employees of the Town of Lake Park, hereinafter referred to as the "Employee Handbook", not in conflict with this Agreement, including but not limited to the following:

- (a) To manage and direct the employees of the Town.
- (b) To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- (c) To suspend, demote, discharge or take other disciplinary action against employees for cause.
- (d) To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- (e) To maintain the efficiency of the operations of the Town.
- (f) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- (g) To determine the organization to Town Government.
- (h) To determine the number of employees to be employed by the Town.
- (i) To determine the number, types and grades of positions of employees assigned to an organization unit, department or project.
- (j) To determine internal security practices.
- (k) To determine matters included in Employee Handbook and Administrative Policies.

Section 2. The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

Section 3. If it is determined that a civil emergency and conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Town Manager or his designee during the period of the declared emergency, provided that pay and other compensation shall not be suspended.

Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions, is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.

Section 5. Delivery of Town services in the most efficient, effective and courteous manner is of paramount importance to the Town of Lake Park. Accordingly, Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 6. Those inherent managerial functions, prerogatives and policy making rights which the Town has not expressly modified or restricted by a specific provision of this Agreement, are not in any way directly, or indirectly, subject to the grievance or arbitration procedures contained herein.

ARTICLE 8 GRIEVANCE AND ARBITRATION

Section 1. A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member of the Union which involves the interpretation of, application of, or compliance with the provisions of this Agreement or the rules and regulations of the Town. A grievance shall be processed in the following manner:

Step 1 (Informal Meeting) Within five (5) working days of the occurrence of any event, giving rise to a grievance or the affected parties first knowledge of an event that is basis for a grievance, a shop steward and the grievant employee, of the Union will first discuss any grievance informally at Step 1 meeting with his immediate supervisor and seek resolution. If the grievant is a supervisor, the grievance shall be submitted directly at Step 2.

Step 2 If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10) working days of the conclusion of the Step 1 informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Director on the form attached to this Agreement as Exhibit "B". The Department Director, or in his absence the Department Director's designee, shall meet with the Employee, Shop Steward and/or the Union Business Representative within ten (10) working days of receipt of the written grievance. The Department Director will render a decision in writing within five (5) working days from the Step 2 grievance meeting.

Step 3 Within ten (10) working days from the time that the Union receives, at the Union office, the Department Director's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Director, then the Union shall give notification to file Step 3 grievance with the Town Manager.

The Town Manager or his designee shall convene the Step 3 grievance meeting within ten (10) working days of notification by the Union of its intent to move to Step 3. The Town Manager, or designee, will render a decision in writing within ten (10) working days after the Step 3 meeting.

Step 4 If the grievance is not resolved at Step 3, the Union may file a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of Step 3 answer at the Union office.

Section 2. Failure of the Town to respond to a grievance within the time periods set forth in this Article 8 shall result in automatic advancement of the grievance to the next step. Failure of the employee or the Union to comply with the time periods set forth in Article 8 shall result in the grievance being abandoned. However, the parties may mutually agree in writing to extend the time periods herein.

Section 3. When a grievance applies to two or more employees or a discharged employee it shall be presented in writing directly at Step 3 of the Grievance Procedure, within the time limits provided for the submission of a grievance at Step 2 from receipt at the Union Office and shall be signed by the employee (in the case of a discharge only) and the Shop Steward or Union Business Representative on their behalf.

Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator within seven (7) working days after receiving the FMCS panel. The parties further agree that the arbitrator may be notified telephonically of his selection and that the time periods for expedited arbitration set forth herein shall be communicated to the arbitrator at the time he or she is notified of his selection.

Section 5. The cost of the arbitrator's fee and the arbitrator's expenses shall be borne equally by the parties. Each party shall bear its own costs for all other expenses they incur.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

Section 7. In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and if that is determined to be arbitrable, shall rule on the merits of the grievance.

ARTICLE 9 DOCUMENTS

Section 1. The Town agrees that an employee shall be given a copy of all material placed in the person's individual file and shall have the right to include written refutation (including witness statements) of any material considered by the employee to be detrimental.

Section 2. The Town agrees that an employee shall have the right to inspect his official personnel record and shall have the right to make copies of this record for his use at no cost to the employee.

ARTICLE 10 PROMOTIONAL POLICIES

Section 1. The Town will post written announcements of promotional opportunities at least ten (10) working days prior to the closing date for applications. Applications submitted after the closing date shall not be considered.

Section 2. When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications are equal among competing employees, seniority will be the basis of selection. For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position.

Section 3. An employee filling a promotional vacancy shall serve a probationary period of 180 days. If during the trial period the employee cannot satisfactorily perform the duties of the position, the employee shall be returned to his former status with no loss of seniority.

Section 4. If an employee is promoted to a higher pay grade within the bargaining unit, he shall be entitled to a pay increase equal to either the entry level pay or a five percent (5%) increase from their then current salary, whichever is greater.

ARTICLE 11
PROBATIONARY PERIOD

New employees will be classified as probationary employees for the first six (6) months of continuous employment, during which time such employees may be laid off or discharged and will have no right to grieve or appeal their discharge. The Town agrees that employees who are laid off or discharged during their probationary period shall have the right to discuss their discharge with their immediate supervisor and the Department Director.

ARTICLE 12 SENIORITY AND LAY-OFF

Section 1. For the purpose of this Agreement, seniority shall be defined as the total length of a regular full-time employee's and a regular part-time employee's continuous service within the bargaining unit recognized by this Agreement. Regular part-time employees shall accrue seniority on a pro-rated basis, based on the number of hours worked (except as provided below). Seniority shall continue to accrue during all types of paid leave approved by the Town, and for the first three (3) months of all other leave approved by the Town. An employee shall lose all seniority only upon any of the following:

- (a) resignation;
- (b) discharge;
- (c) lay off for a period of more than twenty-four (24) months;
- (d) retirement;
- (e) the expiration of an approved leave of absence of more than one (1) year, if the employee does not return to work;

Section 2. Newly hired probationary employees shall accrue no seniority until they become regular full-time employees, whereupon their seniority will date from the first date of continuous employment.

Section 3. The Town shall establish a seniority list for bargaining unit employees, post the seniority list and provide a copy to the Union Business Representative mailed or facsimiled to the Union office annually and as changes, modifications or adjustments occur or at the same time that any lay-off is announced.

Section 4. The Town Manager shall determine the classification and number of employees to be laid off. When the lay-off occurs, employees shall be laid off in the inverse order of their seniority within the bargaining unit at the time of the lay-off.

In the event of a lay-off, the Town will notify the affected employees and the Union in writing at least thirty days prior to the effective date of the lay-off. If thirty days' notice is not provided, then the Town will pay the employees the difference between 30 calendar days and the date of notice.

If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less senior employee into a job for which they are most qualified within the bargaining unit based upon documentation of their qualifications.

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee within the bargaining unit (based upon documentation of their qualifications) shall be retained.

Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall notice will be made by certified mail to the last address on the employee's records. It shall be the employee's obligation to provide a current address to the Town. Recalled employees must notify the Town of their acceptance of recall within five days of receipt of the recall notice

Section 6. Vacation Leave. Vacation scheduling conflicts shall be resolved on the basis of seniority, if notice has been given to the Town of thirty (30) days or more. If less than thirty (30) days' notice has been given by the employee, vacation may be approved by the Department Director on a first come, first served basis.

ARTICLE 13
DRUG FREE WORKPLACE

The Town has established a drug free workplace for its employees, and its Drug Free Workplace Policy is hereby incorporated into and made a part of this Agreement as Appendix A.

ARTICLE 14
HOURS OF WORK AND
OVERTIME COMPENSATION

Section 1. The normal workweek for full-time bargaining unit employees shall consist of five (5) eight (8) hour workdays, usually Monday through Friday, 7:30 a.m. to 4:00 p.m., except employees assigned to the Lake Park Harbor Marina, which may work an alternate schedule consistent with the Lake Park Harbor Marina's seven (7) days per week operation (or Monday through Sunday operation). Management shall provide to affected employees advance notice of no less than 30 days if such workweek needs to be changed.

Section 2. Overtime shall be authorized and approved in advance by the applicable Department Director only in instances necessary to ensure the efficient operation of Town business as determined by the Department Director or designee. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1½) times the employee's regular prevailing hourly rate, and paid in the form of money compensation in the employee's next regular paycheck for the period during which the overtime was worked, or compensatory time, at the employee's option.

Time worked for the purposes of calculating overtime does include holidays and excluding all scheduled and unscheduled leave time.

Section 3. A call back is a request by management to return to work at a time when an employee is not regularly scheduled to work. When an employee is required to return to work at a time that is not continuous with his regular hours of work, the employee will be paid a minimum of two hours at the prevailing rate of pay, regardless of whether the actual hours worked are less than two hours. All call-back time will be paid at time and one-half the employee's regularly prevailing hourly rate, regardless of actual hours worked in the particular week.

Section 4. During a declared emergency and during regular working hours, non-exempt full-time employees who are not required to work by the Town Manager may be sent home and paid their regular rate of pay based upon their scheduled hours.

Section 5. Employees who work on holidays shall receive premium pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of Article 20 (Holidays).

ARTICLE 15
WORKING OUT OF PAY GRADE

Section 1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher pay grade for three (3) consecutive work days (24 hours) or more shall be paid, in addition to his normal wages, an incentive payment equal to five percent (5%) of the employee's regular hourly rate or the minimum rate of pay for that temporary pay grade actually worked, whichever is greater for each hour worked in the higher pay grade.

Section 2. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties as a foreman for three (3) consecutive work days (24 hours) or more shall be paid at the entry rate of the foreman pay grade, or 5% above the employee's prevailing hourly rate of pay, whichever is greater, for all hours worked.

Section 3. Upon approval by the Town Manager, any full time or part time employee temporarily assigned to perform the work duties of a higher pay grade that is management in nature for five consecutive workdays (40 hours), or more, shall receive up to a five (5) percent differential or shall be paid at the entry rate of such higher pay grade whichever is greater.

ARTICLE 16
SAFETY AND EQUIPMENT

Section 1. The Town agrees to provide all employees with safety shoes and agrees to repair or replace such shoes as determined in the judgment of the Foremen.

Section 2. Safety shoes shall be worn by Public Works Department employees at all times, while on the job unless there exists reasonable justification for failing to do so. An employee reporting for work without safety shoes shall report such fact to the Department Director, or designee, prior to starting work.

Section 3. The Town shall abide by all federal and state safety requirements pertinent to members of this bargaining unit. The Town shall provide all necessary safety equipment, including safety shoes and protective clothing, as required. All employees must use safety equipment.

Section 4. The Town will issue uniforms to all employees who are required to wear them, unless the Department Director approves an exception. The uniforms will be purchased by the Town or provided through a uniform company at the sole discretion of the Town. Uniforms shall only be worn during work hours and employees shall not wear Town uniforms in public unless they are on paid status.

ARTICLE 17 TRAINING

The Town shall pay for the cost of any training that is necessary for an employee to maintain any required licenses or certifications or to enhance the employee's job knowledge, or to qualify the employee for promotion purposes, subject to the current fiscal year's budget of the department in which the employee is working and other operational concerns as determined in the sole discretion of the Department Director.

ARTICLE 18
EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES

Section 1. The Federation recognizes and acknowledges that the Town has the right to maintain appropriate discipline among its employees. Employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a respectful manner that reflects positively upon the Town. The Town shall have the right to discipline its employees for cause. Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, that employee shall be subject to disciplinary action as appropriate.

All employees must first be given a notice of the infraction within ten (10) business days after the occurrence of the infraction or management's first knowledge of the infraction. Such notice can be provided to the employee in person, by certified mail, or by email.

All discipline shall be progressive and corrective in nature rather than punitive and should follow the discipline steps outlined in this article. However the discipline steps may be skipped depending on the nature or severity of the infraction, such as theft, fighting, drinking or possession of illegal drugs.

Section 2. Progression of disciplinary actions that may be taken against Town employees may include:

- (a) Documented Written Verbal reprimand
- (b) Written reprimand
- (c) Suspension of one (1) to three (3) days without pay
- (d) Suspension greater than three (3) days without pay
- (e) Discharge of Employment

Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the meeting, if the employee requests one and if the employee has reasonable grounds to believe the meeting may result in disciplinary action against the employee.

Section 4. The Town reserves the right to treat each disciplinary occurrence individually. The Town further reserves the right and has the duty to judge each incident separately, and may modify penalties to include lesser or more severe penalties when appropriate circumstances exist.

Documented verbal written reprimands (for Category I offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offense during the succeeding twenty-four (24) months. Documented written reprimands (for Category II offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offenses during the succeeding 36 months.

Section 5. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of the Town's business and reasonable penalties for violations of such rules provided said rules and regulations do not conflict with any provisions of this Agreement or any terms and conditions of employment.

ARTICLE 19 EDUCATION

The Town may reimburse its employees for some or all of their tuition expenses, and textbooks in accordance with Town policy provided that the coursework is taken at an accredited educational institution and that the coursework is related to the employee's job function and the employee executes an agreement with the Town to remain in the Town's employment for two years following completion of the last reimbursed course. In the event that the employee does not remain in the Town's employment for two years following the completion of any class, then in accordance with the agreement executed between the Town and the employee, the employee shall reimburse any and all funds that have been paid by the Town within the last 24 months. The employee seeking such reimbursement shall enter into an agreement with the Town setting forth the above requirements, which agreement shall be approved by the Town Commission on a case-by-case basis.

The Town reserves the right to modify its tuition reimbursement program depending upon availability of funding. In the event the Town modifies the tuition program, this section of the collective bargaining agreement shall be deemed to have been modified in accordance with the Town's modifications.

The Town further reserves the right to cap the amount of per credit hour reimbursement for employee coursework in an amount not to exceed the State of Florida's university system credit hour cost.

In order to qualify for reimbursement and prior to the payment of any tuition:

- No later than April 1, an employee seeking tuition reimbursement, shall submit such information on the course(s) for which he is seeking reimbursement to his Department Director which demonstrates to the satisfaction of the Department Director that the courses are related to the employee's job function; and
- Employees shall not be entitled to reimbursement pursuant to this section unless funding for education has been included in the approved town budget for the fiscal year in which reimbursement is sought

Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Director.

The employee shall provide a copy of all grade reports to the Human Resources Director upon receipt by the employee.

Reimbursement shall be based upon receipt of the grade achieved or the equivalent record of achievement such as a transcript as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C.....	No reimbursement

If the employee is working toward a degree, the course cost shall not be reimbursed if it is not a documented required course for obtaining the degree sought.

ARTICLE 20 HOLIDAYS

Section 1. The Town agrees to recognize the following paid holidays for bargaining unit members:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Spring Holiday (as set forth in the Annual Town Calendar)
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Winter Holiday (day before Christmas)
Christmas Day
Floating Holiday*
Employee's Birthday Holiday**

In the event that the holiday occurs on a weekend, the workday closest to the holiday shall be the observed paid holiday.

*The Floating Holiday of the Employee's Choice must be scheduled and taken during the applicable fiscal year (i.e. October 1 through the last full pay period in the month of September). The Floating Holiday leave must be used in a minimum of eight hour increments.

**The employee's Birthday Holiday must be taken before the last day of the month immediately preceding the employee's birthday or it will be forfeited. Employees must be employed as a regular full-time or regular part-time employee on the date the birthday occurs in order to be eligible for the Birthday Holiday. The employee must notify the supervisor and obtain department approval prior to designating and taking either of these holidays. Regular full-time employees must use the Birthday Holiday in a minimum of four hour increments. Regular part-time employees must use the Birthday Holiday six or seven hour increments depending upon their regular part-time work schedule.

For example, if they are 60 hour biweekly part-time employees, they are entitled to six Birthday Holiday hours and must take them in a six hour increments. If they are 70 hour bi-weekly part-time employees, they are entitled to seven Birthday Holiday hours and must take them in a seven hour increments.

Section 2. Employees must work their entire scheduled work day before and their entire scheduled work day after the holiday (or be on approved paid leave) in order to be paid for the holiday, unless the holiday occurs while the employee is on paid time off.

ARTICLE 21
VACATION LEAVE, SICK LEAVE, PAYMENT IN LIEU OF SICK LEAVE UPON
SEPARATION FROM SERVICE, AND PERSONAL LEAVE

VACATION LEAVE

Section 1. Vacation leave shall accrue in accordance with the schedule set forth below:

	<u>Hours/Bi-weekly</u>	<u>Days</u>
	<u>Pay Period</u>	
Through completion of 5 years of service	5.0	16.25
6 years through completion of 10 years of service	6.0	19.5
After completion of 10 or more years of service	8.0	26

All regular part-time employees shall earn vacation leave on an annual basis based upon the number of hours they work per year, as follows:

0 to 5 years of employment:

For 50 hours worked per pay period – 3.125 hours per pay period or 81.25 hours per fiscal year

For 60 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 70 hours worked per pay period – 4.375 hours per pay period or 113.75 hours per fiscal year

6 – 10 years of employment:

For 50 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 60 hours worked per pay period – 4.5 hours per pay period or 117 hours per fiscal year

For 70 hours worked per pay period – 5.25 hours per pay period or 136.5 hours per fiscal year

10+ years of employment:

For 50 hours worked per pay period – 5 hours per pay period or 130 hours per fiscal year

For 60 hours worked per pay period – 6 hours per pay period or 156 hours per fiscal year

For 70 hours worked per pay period – 7 hours per pay period or 182 hours per fiscal year

Section 2. Vacation leave may be used by the employee for the purpose of vacation, in accordance with the provisions set forth within this Article.

Section 3. Vacation leave may accrue to a maximum of 480 hours, (60 days); upon separation of employment no employee shall be paid more than a maximum of 240 hours (30 days) of vacation leave.

Section 4. Employees are encouraged to use at least five (5) vacation leave days per calendar year for purposes of vacation.

Section 5. An employee seeking to use his vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Director at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive working days must be submitted to the office of the Department Director at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Director, which approval shall not be unreasonably withheld. The Department Director, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this Section

Section 6. An employee may take all of his accrued vacation leave for purposes of vacation and/or personal matters, up to a maximum of four (4) weeks at any one time, at the discretion of the Department Director.

Section 7. Probationary employees shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town.

Section 8. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination.

SICK LEAVE

Section 9: All full-time employees shall accrue sick leave at the rate of 2.16 hours per pay period, or seven (7) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

All regular part-time employees shall earn sick leave on an annual basis based upon the number of hours they work per year, as follows:

For 50 hours worked per pay period – 1.35 hours per pay period

For 60 hours worked per pay period – 1.62 hours per pay period

For 70 hours worked per pay period – 1.89 hours per pay period

Section 10: To be granted sick leave with pay, the following procedures must be strictly adhered to:

- (a) The employee shall notify the Department Director or their supervisor not later than one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employee's absence shall result in an unauthorized leave without pay for that day.
- (b) Sick leave shall not be authorized prior to the time it is earned and credited to the employee.
- (c) Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.
- (d) Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Director and the Town Manager.
- (e) Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence the employee shall be required to submit medical documentation directly to the Human Resources Director. Employees who because of a physical or mental disability require accommodation in order for them to perform the essential functions of their jobs must directly advise the Human Resources Director of this so that the Town can process their request for reasonable accommodation as set forth at Article 22 herein.

Abuse of Sick Leave privileges such as reporting sick when not sick or obtaining Sick Leave under false pretenses may be cause for disciplinary action, up to and including termination of employment.

Use of sick leave requires that the employee call in on a daily basis in accordance with Town leave procedures.

PAYMENT IN LIEU OF SICK LEAVE UPON SEPARATION FROM SERVICE

Section 11. The Town will provide payment in lieu of sick leave upon separation from service (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation, layoff, or retirement, or to their beneficiaries if service is terminated by death. Payout of sick leave upon separation from service shall not exceed an amount determined as follows:

6 months - 5 years full-time service	25 % times the number of days (or hours) of accumulated sick leave
6-10 years full-time service	37.5 % times the number of days (or hours) of accumulated sick leave
10+ years full-time service	50 % times the number of days (or hours) of accumulated sick leave.

PERSONAL LEAVE:

Section 12. Employees may use five (5) days of sick leave per fiscal year designated as personal leave.

Section 13. Employees seeking to use personal leave must provide notification in accordance with the employee's departmental procedures prior to the beginning of the employee's workday.

Section 14. Personal Leave cannot be carried over from year to year. Personal leave must be used in a minimum of 15 minute increments in the afternoons only if necessary.

ARTICLE 22 REASONABLE ACCOMMODATION

The Town complies with federal and state laws regarding disability, including the Americans with Disabilities Act (ADA). Qualified job applicants or employees who inform the Town of a recognized disability which requires an accommodation in order for them to perform the essential functions of their jobs shall advise the Human Resources Director of the need for accommodation and submit a request on a Town Request for Accommodation form. The Human Resources Director shall determine whether the accommodation requested is reasonable, and if so make such modification as may be necessary to allow the employee to perform the essential functions of the job.

ARTICLE 23
MAJOR ILLNESS LEAVE

Section 1. Paid major illness leave is available upon application by employees who need to be off work for an extended period due to their own major illness or injury.

A major illness is defined generally as an illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits.**

Section 2. Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 3. Employees applying for the use of major illness leave must submit to the Human Resources Director a Physician's Certificate documenting the illness. Following the use of major illness leave for purposes other than absences due to ongoing intermittent/continual treatment, a doctor's statement of "fitness for full duty" shall be required in order to return to work.

Section 4. Employees who become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use vacation leave to supplement the short-term and long-term disability.

ARTICLE 24
BEREAVEMENT LEAVE

Section 1. The Town agrees that when a death occurs in the immediate family of an employee, he or she shall be granted five (5) days of paid leave at their prevailing rate of pay.

Section 2. For the purpose of this Article, the immediate family shall consist of: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.

Section 3. Proof of death of the immediate family member must be furnished to the Department Director in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Such proof of death shall be a published death notice or such other documentation that is acceptable to the Department Director.

ARTICLE 25 JURY DUTY

Section 1. Any full-time employee who is required to be absent from his regular duties by reason of jury duty shall be excused from duty with pay. If the employee receives payment from the Court, the employee must endorse the check over to the Town.

Section 2. Employees who seek to be excused from duty under this article shall present official notice of jury duty to their supervisor at least twenty-four (24) hours in advance of the scheduled jury duty (unless the employee actually receives less than twenty-four hours advance notice of jury duty). Employees who are required to be absent from duty by reason of jury duty shall submit documentation to the Town showing all days and hours of jury duty upon return to work. Upon being released from jury duty the employee shall immediately report for work except that employees released from jury duty on or after 2:00 p.m. shall not be required to report for work until the next working day.

ARTICLE 26 INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

Insurance Benefits

- A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.

Regular full-time and eligible regular part-time employees who have other qualifying minimum value minimum essential medical insurance coverage have the option to decline, i.e. opt out of, the Town's medical insurance coverage by completing the Health Coverage Opt-Out Credit-Attestation Regarding Other Coverage form and submitting it to the Human Resources Director. Such employees are then eligible for monthly opt-out payments from the Town in an amount of not less than 40 percent of the fiscal year cost for single medical insurance coverage for the term of this Agreement.

- B. The Town agrees to continue to maintain the same level of coverage (Medical, Dental and Vision) and the Town's eligible employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan as is afforded to all eligible employees.
- C. The employee's agree to share equally in any adjustment in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits equal to all other eligible Town employees. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

- D. The Town agrees to continue to maintain the same level of coverage for short term and long term disability as defined in the schedule of employee benefits as is afforded to all regular full-time employees.

- E. The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) vaccine as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.

ARTICLE 27 WAGE SCALE

Section 1:

				MINIMUM FY2025		MAXIMUM FY2025	
				PER YEAR	PER HR	PER YEAR	PER HR
Department: Public Works							
40	NE	Facilities Maintenance Worker I	**	40,503.60	19.47	64,805.75	31.16
70	NE	Facilities Maintenance Worker II	**	49,618.65	23.86	79,389.84	38.17
90	NE	Foreman - General Infrastructure	**	56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Grounds Maintenance	**	56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Sanitation	**	56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Vehicle Maintenance	**	56,808.39	27.31	90,893.42	43.70
20	NE	Groundskeeper	**	35,377.41	17.01	56,603.86	27.21
40	NE	Groundskeeper, Lead	**	40,503.60	19.47	64,805.75	31.16
50	NE	Irrigation Technician	**	43,338.85	20.84	69,342.16	33.34
40	NE	Maintenance Worker	**	40,503.60	19.47	64,805.75	31.16
60	NE	Mechanic	**	46,372.57	22.29	74,196.11	35.67
30	NE	Sanitation Truck Operator Trainee	**	37,853.83	18.20	60,566.13	29.12
40	NE	Sanitation Truck Operator I	**	40,503.60	19.47	64,805.75	31.16
60	NE	Sanitation Truck Operator II	**	46,372.57	22.29	74,196.11	35.67
60	NE	Stormwater Infrastructure Manager	**	46,372.57	22.29	74,196.11	35.67
40	NE	Stormwater Technician I	**	40,503.60	19.47	64,805.75	31.16
60	NE	Stormwater Technician II	**	46,372.57	22.29	74,196.11	35.67
Department: Marina							
40	NE	Dock Attendant	**	40,503.60	19.47	64,805.75	31.16
70	NE	Marina Maintenance Worker II	**	49,618.65	23.86	79,389.84	38.17

T

E – Exempt

NE = Non-exempt

** Bargaining Unit

Once an employee's base annual compensation reaches the maximum pay range for his or her job classification, the employee shall no longer be eligible for further increases to his or her yearly base compensation until the base compensation for the pay range is increased. In the interim, and effective October 1, 2024, those employees who have reached the maximum of their pay grade shall be eligible for an annual lump sum payment which is not added to their base pay. Bargaining unit employees who are not topped out but whose percentage wage increase in any year of this agreement would put them above the maximum of their pay range will receive a prorated percentage increase to take them to the top out on that year and will receive the remainder of the applicable increase as a one-time lump sum payment which portion will not be added to the base wage.

Section 2. The Town Manager may in his discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. All employees covered by this Agreement shall receive a three (3) percent cost-of-living increase in their annual compensation effective October 1, 2024. There shall be reopeners for wages in the second and third year of this Agreement.

Additionally, all employees covered by this Agreement shall be eligible to receive the following merit increases based upon the outcome of their individual performance evaluations in the first, second and third year of this Agreement:

- For achieving a total rating factor of 1.1 to 2.4. 0 percent
- For achieving a total rating factor of 2.5 to 3.0. 2 percent increase
- For achieving a total rating factor of greater than 3.0. 3 percent increase

Section 4. Full-time employees shall receive monetary recognition for length of service with the Town in accordance with the Pay Plan on cardinal years as follows:

\$500.00 shall be awarded to the employee at the completion of five (5) years of regular full-time service with the Town.

At the end of ten (10) years of regular full-time service with the Town, the employee shall receive \$1,000.00 in longevity pay.

At the end of ten (10) years of regular full-time service with the Town, the employee shall receive \$1,000.00 in longevity pay.

Effective September 1, 2019, employees who reach fifteen (15) years of regular full-time service with the Town shall receive \$2,000.00 in longevity pay.

Upon reaching twenty (20) years of regular full-time service with the Town, the employee shall receive \$3,000.00 in longevity pay.

Employees who reach twenty five (25) years of regular full-time service with the Town shall receive \$4,000.00 in longevity pay; however, employees who exceed twenty-five (25) years of regular full-time service with the Town shall receive no more than \$4,000.00 in longevity pay on the cardinal year anniversaries of their service with the Town.

Those employees receiving longevity pay prior to October 1, 1999 shall continue to receive longevity pay in the amount of \$1,000.00 per year.

NOTE: For purposes of longevity pay, length of service shall mean continuous service with the Town commencing with the initial date of regular full-time employment by the Town.

Section 5. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

ARTICLE 28
ILLNESS/INJURY IN THE LINE OF DUTY

Section 1. A Town employee who sustains an illness/injury in the line of duty shall pursuant to Chapter 440 Florida Statutes receive a benefit equal to the employee's normal salary less Workers' Compensation, Social Security and any other such benefits received by the employee which are provided by the Town as set forth in the Employee Handbook.

Section 2. If the employee is not fit for full duty upon conclusion of the twelve (12) weeks of unpaid leave and has been released by his or her physician with temporary limitations on duties, the employee will be paid in accordance with the Town's Worker's Compensation Return to Work policy.

Because the Town values its employees, the Town has established its Return to Work ("RTW") program through which employees who have temporary disabilities due to an illness or injury in the line of duty are provided with opportunities to transition back to work when medically feasible. The purpose of this RTW policy is as follows:

- To assist in the recovery process by providing employees with a goal and focus for returning to full productivity;
- To reduce the financial burden to employees by allowing them to resume full wages as soon as possible; and
- To reduce the Town's Worker's Compensation costs.

Through this RTW program, the Town will compensate employees at the rate of 80 percent of their regular rate of pay, which can be supplemented by the employee's accrued sick and vacation leave banks.

Employees, who as a result of an illness or injury in the line of duty, have been released by their physician to return to work with temporary limitations on duties (e.g., light duty), shall participate in the Town's RTW program. An employee who declines a light duty position that meets his or her physician's requirements may be disqualified from worker's compensation benefits. Employees must directly advise the Human Resources Director that they have been released with such temporary limitations on duties and must request a Return to Work Request Form for completion by the employee and by the employee's physician.

Once such form has been completed, it must be submitted directly to the Human Resources Director for further processing and to identify duties within the Town that meet such limitations.

ARTICLE 29 RETIREMENT PLANS

Between October 1, 2024 and June 30, 2025, the Town will provide a defined contribution pension plan and deferred compensation plan to all full-time employees of the bargaining unit. Such employees will be able to choose among investment alternatives of the plan for funds contributed on his behalf.

The Town participates in a 401(a) defined contribution plan. Pension benefits for employees begin upon the completion of the initial six-month probationary period for newly hired full-time employees. Such probationary period shall not exceed a 12-month period of continuous full-time employment. The Town contributes 7 & ½ percent of the employee's pay on a bi-weekly basis. The employee's vesting in the pension is as follows:

25% vested	After two years of service
50% vested	After three years of service
75% vested	After four years of service
100% vested	After five years of service

The Town also participates in a 457 deferred compensation plan. For employees who choose to contribute to the Town-sponsored 457 deferred compensation plan, the Town will match either 50%, 75%, or 100% of the first 5% of employee's compensation depending upon number of years of service, as follows:

Years of Service	Percentage
1 – 5 years	50%
6 – 10 years	75%
11+ years	100%

Each member may contribute up to an amount applicable under current law each year to employee's retirement account.

Effective July 1, 2025, the Town will begin participating in the Florida Retirement System and the aforementioned retirement plan will terminate.

The Florida Retirement System (FRS) offers two retirement plans for municipal employees: a pension plan for long-term workers and a defined contribution plan for shorter-service workers.

The FRS Pension Plan is a defined benefit plan, in which employees are guaranteed a benefit at retirement if you meet certain criteria. The amount of the employee's future benefit is determined by a formula, based on the employee's earnings, length of service, and membership. Employees will be eligible for a Pension Plan benefit (i.e. be vested) when they complete six years of service (if employees were enrolled in the FRS prior to July 1, 2011) or eight years of service (if employees were enrolled in the FRS on or after July 1, 2011).

The FRS Investment Plan is a defined contribution plan, similar to a private sector's 401(k). Here, contributions are made by the employee and/or the employer into an account in the employee's name, and the employee selects from a range of investment options. The ultimate benefit is determined by the contributions and the investment returns (or losses) over time. The vesting period in this plan is one year of service. Participants in the FRS Investment Plan contribute a portion of their salary towards their retirement savings. The contribution rates are set by legislation and may vary depending on factors such as employee class and salary level. These contributions, along with any employer matching contributions, are invested according to the participant's selected investment options.

The current contribution percentages for both the Pension and Investment plans are:

These contribution percentages are subject to change as mandated by state legislation.

Should the Town desire to modify the pension plan provider, the Town will impact bargain.

ARTICLE 30
SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not affect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein.

ARTICLE 31
DURATION OF AGREEMENT

This Agreement shall take effect October 1, 2024 upon ratification by the parties and shall remain in full force and effect through the 30th day of September, 2027 unless written notice of termination or amendment is given by either party 150 days but not less than sixty (60) days prior to the expiration of this Agreement.

Dated this _____ day of _____, 2024.

ON BEHALF OF THE
TOWN OF LAKE PARK

ON BEHALF OF THE UNION

Federation of Public Employees, A
Division of the National Federation Of
Public and Private Employees (AFL-
CIO)

TOWN MANAGER

BUSINESS REPRESENTATIVE

MAYOR

DIVISION PRESIDENT

TOWN SEAL ATTEST:

WITNESS

TOWN CLERK

DRUG FREE WORKPLACE POLICY

APPENDIX A

Section 1. PURPOSE.

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

This policy is established to provide guidelines on handling incidents of alcohol and/or drug abuse as it relates to the workplace, in compliance with the drug-free workplace requirements under the Florida Statutes Workers' Compensation Chapter (Fla. Stat. § 440.101-02). The legislative intent of the Chapter is to promote drug-free workplaces in order for employers to be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees. Further, drug abuse is discouraged under the statute, and employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. To qualify as having established a drug-free workplace program under Chapter 440 and to qualify for discounts provided under section 627.0915, Florida Statutes, and deny medical and indemnity benefits under this chapter, the Town must implement drug testing that conforms to the standards and procedures established in section 440.102. The Town has implemented a drug-free workplace program in accordance with the notice, education, and procedural requirements taken directly from the comprehensive procedures outlined in Florida Statute § 440. 102. Chapter 59A-24 of the Florida Administrative Code, containing the Drug-Free Workplace Standards adopted by the Agency for Health Care Administration, is also hereby incorporated by reference and shall be utilized for all drug testing pursuant to Chapter 440, Florida Statutes.

Questions concerning the Town's policy should be presented to the Human Resources Director for guidance or clarification.

Section 2. DEFINITIONS.

The definitions set forth in Chapter 440, Florida Statutes, and Chapter 59A-24 Florida Administrative Code will apply to the terms used in this policy. In pertinent part:

- a. **Confirmation test, confirmed test, or confirmed drug test** refer to a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- b. **Drug** means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid¹; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.
- c. **Drug Rehabilitation Program** means a service provider, established pursuant to s. 397.311(33), Florida Statutes, that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
- d. **Drug test or test** refer to any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

¹ "Drug" is defined herein as defined in Fla. Stat. § 440.102(1)(c). The section 440.102 has not been amended since the passage of Fla. Stat. § 381.986, the legislature has not expressly provided an exception to the definition of "drug" for medically prescribed low-THC Cannabis (as defined in section 381.986). "Drug" is therefore interpreted by the Town as including all cannabinoids, including low-THC Cannabis. However, through section 440.102(1)(l)'s reference to section 893.02 (which defines "cannabis" as excluding low-THC Cannabis), this policy shall treat low-THC Cannabis as a prescription drug, and all appropriate rules and requirements shall apply accordingly.

- e. **Initial Drug Test** means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.
- f. **Job Applicant** means a person who has applied for a mandatory-testing position. Mandatory testing positions include the following:
- Dock Attendant
 - Sanitation Truck Operator Trainee
 - Sanitation Truck Operator I
 - Sanitation Truck Operator II
 - Foreman General Infrastructure
 - Sanitation Foreman
 - Grounds Maintenance Foreman
 - Lead Groundskeeper
 - Stormwater Infrastructure Foreman
 - Stormwater Technician I
 - Stormwater Technician II
- g. **Medical Review Officer or MRO** means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- h. **Prescription or non-prescription medication** refer to drugs or medication obtained pursuant to a prescription as defined by section 893.02², Florida Statutes, or a medication that is authorized pursuant to federal or state law for

² As referenced above in subsection (b), defining "drugs" under this Policy, section 893.02 defines "Cannabis" as excluding "low-THC cannabis", as long as the low-THC cannabis is manufactured, possessed, sold, purchased, delivered, distributed, or dispensed in conformance with section 381.986, Florida Statutes. Accordingly, such low-THC cannabis will be evaluated as a prescription drug, and employees must conform with the requirements of Section 5(f) of this Policy.

general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

- i. **Reasonable-suspicion drug testing** means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
 3. A report of drug use, provided by a reliable and credible source.
 4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
 5. Information that an employee has caused, or contributed to an accident while at work.
 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- j. **Mandatory-testing position** means a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to section 110.1127, Florida Statutes, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
- k. **Special-risk position** means a position that is required to be filled by a person who is certified under Chapter 633 (Fire Prevention and Control) or Chapter 943 (Department of Law Enforcement), Florida Statutes.
- l. **Specimen** means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

Section 3 NOTICE

- a. Prior to testing, an employee or job applicant shall receive proper notice in the form of this Comprehensive Alcohol and Drug Abuse Policy. Additionally, Chapter 59A-24 of the Florida Administrative Code shall be provided upon request.
- b. The drugs to be tested for are included in the definition provided above. The following is a list of over-the-counter and prescription drugs which could alter or affect a test result:
 - i. Alcohol: all liquid medications containing ethyl alcohol (ethanol). For example: Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof). Check the label of liquid medications for alcohol content.
 - ii. Amphetamines: Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
 - iii. Cannabinoids: Marinol
 - iv. Cocaine: Cocaine HCl topical solution (Roxanne)
 - v. Phencyclidine : Not legal by prescription
 - vi. Methaqualone: Not legal by prescription
 - vii. Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, NOvahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
 - viii. Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
 - ix. Benzodiazepines: Ativan, Azene, Clonpin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
 - x. Methadone: Dolphine, Metadose
 - xi. Propoxyphene: Darvocet, Darvon N, Dolene, etc.

This list is not intended to be all-inclusive.

- c. The following are the name, address and telephone number of the Town's Employee Assistance Program (EAP) through which substance abuse assessment and counseling services are available to Town employees. The Town will pay the cost of such services if the Town's sponsored EAP program is used:

New Directions Behavioral Health, L.L.C
www.ndbh.com

- d. The Town has a collective bargaining agreement, which acknowledges the Town's adherence to Fla. Stat. § 440 and requirements for a drug free workplace policy in conjunction with workers' compensation rights. For employees whose positions are covered by the collective bargaining agreement, appeals of disciplinary actions may be brought forth following the procedures set forth in the collective bargaining agreement. More specifically: All regular full-time and regular part-time employees may make an appeal of disciplinary action or other management decision by addressing the appeal to the Employee Complaint Review Committee (ECRC). In the event of an appeal of disciplinary action, the employee may request such an appeal requesting that the ECRC determine the appropriateness of the recommended disciplinary action. Such request shall be submitted in writing to the Human Resources Director within five (5) workdays of the disciplinary recommendation using the prescribed form. The Human Resources Director shall forward the request to the Town Manager who shall submit the request to the ECRC to convene the meeting.

Section 4 WHEN TESTING MAY BE REQUIRED

The Town may require an employee to submit to tests for the presence of drugs after proper notice, under any of the following circumstances:

- a. As part of the initial screening process for job applicants applying for special-risk or mandatory-testing positions, as defined above.
- b. Whenever an employee's job classification is changed such that the new job classification is a special-risk or mandatory-testing position, as defined above.
- c. Whenever Reasonable-Suspicion Drug Testing is warranted, as defined above.
- d. As part of routine fitness for duty drug testing for employees in special-risk or mandatory-testing positions.
- e. Information that an employee has caused, or contributed to, an accident while at work.

The following job positions require a current commercial drivers' license and are subject to routine fitness for duty drug testing every two years:

- Foreman General Infrastructure
- Sanitation Foreman
- Vehicle Maintenance Foreman
- Sanitation Truck Operator Trainee
- Sanitation Truck Operator I
- Sanitation Truck Operator II
- Maintenance Worker
- Facilities Maintenance Worker II
- Stormwater Infrastructure Foreman
- Stormwater Technician I
- Stormwater Technician II

For follow-up drug testing, if the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employee is required to submit to a drug test as follow-up to such program, unless the employee voluntarily entered the program. In those cases, the Town has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a two year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

Section 5 DRUG USE PROHIBITIONS FOR ALL EMPLOYEES

Though mandatory testing may only be conducted under the circumstances listed and described above, the following conduct is prohibited for all employees pursuant to the Town's effort to provide a safe, healthy, drug-free workplace and promote a drug-free community:

- (a) All employees are prohibited from manufacturing, distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of drugs (as defined in the policy) while on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise performing Town duties away from the Town.
- (b) An employee who is perceived to be under the influence of drugs will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors and will conduct the appropriate drug test if reasonable suspicion is found. The determination of what action is appropriate in each case rests solely with the Town.

- (c) Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Director who shall immediately notify the Human Resources Director.
- (d) For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.
- (e) The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. An employee who is using prescription medication while on the job shall do so in strict accordance with medical directions. It is the employee's responsibility to notify the prescribing physician of the duties required or performed to ensure that the physician approves the use of the prescription medication while the employee is performing their job duties. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property.
- (f) It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Section 6 TESTING PROCEDURES AND EMPLOYEE PROTECTION

The following procedure will be used for testing in accordance with this Policy and Chapter 440:

- A. A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

- B. Specimen collection must be documented and the documentation procedures shall include: (1) labeling specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results; and (2) a form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test but shall be taken into account in interpreting any positive confirmed test result.
- C. Specimen collection, storage, and transportation to testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.
- D. Each confirmation test conducted shall be conducted by a licensed or certified laboratory pursuant to Chapter 440.
- E. A specimen may be taken or collected by: a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment; or a qualified person employed by a licensed or certified laboratory as outlined in Chapter 440.
- F. The person who collects or takes a specimen shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.
- G. Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be tested and for the integrity of the chain of custody during such transfer.

- H. Within 5 working days after receipt of a positive confirmed test result from the medical review officer, the Town shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide the employee or job applicant a copy of the test results upon request.
- I. Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the Town explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.
- J. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the Town, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the Town to the employee or job applicant; and all such documentation shall be kept confidential by the Town pursuant to Chapter 440 and shall be retained by the Town for at least 1 year.
- K. The Town may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.
- L. The Town shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.
- M. The Town shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the Town.
- N. The Town shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the Town, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. Unless otherwise provided by a collective bargaining agreement, the Town may select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.
- O. If drug testing is conducted based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the Town pursuant to subsection (8) of Section 440.102, and shall be retained by the employer for at least 1 year.

- P. All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.
- Q. Confirmation Testing
1. If an initial drug test is negative, the Town may in its sole discretion seek a confirmation test.
 2. Only licensed or certified laboratories may conduct confirmation drug tests.
 3. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.
 4. If an initial drug test of an employee or job applicant is confirmed as positive, the Town's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

Section 7 TOWN PROTECTION

- a. An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.
- b. No physician-patient relationship is created between an employee or job applicant and the Town or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.
- c. If an employee or job applicant refuses to submit to a drug test, the Town is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or applicant as otherwise provided in Section 440.102.

Section 8 CONFIDENTIALITY PURSUANT TO SUBSECTION (8) OF SECTION 440.102, FLORIDA STATUTES

- d. Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.
- e. The Town laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:
 - 1. The name of the person who is authorized to obtain the information.
 - 2. The purpose of the disclosure.
 - 3. The precise information to be disclosed.
 - 4. The duration of the consent.
 - 5. The signature of the person authorizing release of the information.
- f. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.
- g. This subsection does not prohibit the Town, an agent of the Town, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.
- h. In accordance with Attorney General Opinion 2013-19, drug test results obtained by the Town pursuant to this drug-testing program are not subject to inspection or copying pursuant to a request under Chapter 119, Florida Statutes, Florida's Public Records Law.

Section 9 DRUG TESTING STANDARDS FOR LABORATORIES

The Town will follow the Drug-Testing Standards for Laboratories as outlined in subsection (9) of Section 440.102, Florida Statutes. Also see the drug-testing standards included in Chapter 59A-24 of the Florida Administrative Code, which will be provided upon request.

Section 10 EMPLOYEES TESTING POSITIVE FOR DRUG USE

- i. If an employee in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the Town must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.
- j. An employee in a special-risk position may be discharged or disciplined by the Town for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the Town, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

Section 11 ARREST OR CONVICTION FOR DRUG-RELATED CRIME

- A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:
 1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or other disciplinary action, or the employee may be reinstated depending upon the facts and circumstances.
 2. If convicted of a drug-related crime, an employee will be terminated from employment.

3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.
 4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.
- B. As a condition of continued employment, an employee shall notify the Town of any criminal drug statute arrest or conviction immediately or by the beginning of the next business day.

Section 12 DENIAL OF BENEFITS

The Town shall deny an employee medical or indemnity benefits under Chapter 440 for a violation of the Drug-Free workplace program implemented by the Town.

Section 13 INVESTIGATIONS/SEARCHES

- A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.
- B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.
- C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

- D. Employees will be subject to discipline, up to and including termination of employment for refusing to cooperate with searches or investigations.

Section 14. The Town agrees to reimburse employees for any costs not covered by Town insurance for required physical examinations.



A Division of National Federation of Public and Private Employees (AFL-CIO)

An Affiliate of District 1 – MEBA (AFL-CIO)

1700 NW 66th Avenue, Suite 100, Plantation, Florida 33313

Phone: (954) 797-7575 ~ Fax: (954) 797-2922

EXHIBIT A

☐ **Application for Membership** or☐ **Notice of New Employment**

Employer _____ Recruited by _____ Hire Date _____

I hereby apply for membership in the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO). In so doing, I agree and promise to faithfully obey the Constitution and By-Laws and to conform to all the rules of the Federation, pending the final acceptance as a member.

Further, I attest that I do not believe in, and am not a member of, nor do I support any organization that believes in or teaches the overthrow of the United States government, by force or by illegal or unconstitutional methods. I certify that the statements in this application are true.

I further designate the beneficiary identified below for purposes of any and all union sponsored benefits unless otherwise designated on a separate form specific to that benefit:

(Please Print or Type)

Name (print) _____ Home Ph. _____ Cell Ph. _____
Last First Middle area code number area code number

Birth date: _____ Soc. Security #: _____ Employee # _____

Job Classification: _____ Marital Status: _____ ☐ male ☐ female

Address: _____

Street	Apt. #	City	State	Zip Code
--------	--------	------	-------	----------

E-Mail Address _____

Previous Membership: Date Withdrawn: _____

Your Signature: _____ Date Signed: _____

Closest Living Relative: _____ Relationship: _____

Beneficiary: _____ Relationship: _____

Please circle your shirt size: S M L XL XXL XXXL

Authorization to Deduct

To (My Employer)

I hereby assign to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District I - MEBA (AFL-CIO), from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Federation and become due to it as my membership dues in said Federation.

This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification to my employers and the Federation.

Dues, contributions or gifts to the Federation of the Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1-MEBA (AFL-CIO), are not deductible as charitable contributions for Federal Income Tax purposes. Dues paid to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO), however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Department/Location: _____ Name (print): _____

Work and/or Cell #: _____ Name (signature) _____

Soc. Security #: _____ Today's Date: _____

PUB, revised 02/14/2011

For Office Use Only

Date Approved by DIC: _____ Date Approved by Membership: _____ Representative's Signature: _____

EXHIBIT B

GRIEVANCE FORM & PUBLIC RECORDS REQUEST CHAPTER 119

FEDERATION OF PUBLIC EMPLOYEES
A division of the National Federation of Public & Private Employees
Affiliated with District 1-MEBA (AFL-CIO)
 1700 N.W. 66th Avenue * Suite 100-B, Plantation, Florida 33313
 Office (954) 797-7575 Fax (954) 797-2922



Employer	Employer Phone	Grievance	Date
Member's Name	Location/Dept	Classification	
Member's Address		Phone:	
Immediate Supervisor's Name		Phone:	

1.

2. Specify the Article's of the Agreement which is/are violated:

3. What is the remedy and/or relief sought?

Please allow this letter to serve as the Federation's formal request pursuant to Florida Statutes 119 & 447 as follows:

- | | |
|--|--|
| <input type="checkbox"/> All documents relied on in imposing discipline | <input type="checkbox"/> Witness statements |
| <input type="checkbox"/> Employee evaluations; discipline | <input type="checkbox"/> Job descriptions for grievant |
| <input type="checkbox"/> All time cards for the last ___ months | <input type="checkbox"/> Personnel file (see attached release) |
| <input type="checkbox"/> All memoranda/emails, video tapes, cd-roms, floppy disks pertaining to the above-listed | <input type="checkbox"/> Other: |

I hereby authorize the Federation of Public Employees to act for me in the disposition and settling of this grievance.

Date: _____	Employee Signature _____
Date: _____	Steward's Signature _____
Date: _____	Representative's Signature _____



LETTER FROM FEDERATION OF PUBLIC EMPLOYEES



FEDERATION OF PUBLIC EMPLOYEES

*A Division of the National Federation of Public and Private Employees
An Affiliate of District 1- Marine Engineers Beneficial Association (MEBA), (AFL-CIO)*

DANIEL D. REYNOLDS
Division President

ANTHONY MARCIANO
Division Secretary/Treasurer

November 14, 2024

Bambi McKibbon-Turner, Interim Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SENT VIA US MAIL AND E-MAIL


Dear Ms. McKibbon-Turner:

This letter is to advise you that the Federation of Public Employees held a ratification vote for the Town of Lake Park Bargaining Unit on November 14, 2024.

Please be advised that the majority of bargaining unit employees in attendance voted to accept the Collective Bargaining Agreement between the Federation and The Town of Lake Park.

If you need any additional information, please do not hesitate to contact me.

Sincerely,



Guy T. Masters
Business Representative

GM:yf

1700 N.W. 66th Avenue * Suite 100 * Fort Lauderdale, Florida 33313
WWW.FOPE.US * Office (954) 797-7575 * Fax (954) 797-2922



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DECLARING ZONING IN PROGRESS FOR PROPERTIES LOCATED IN THE PARK AVENUE DOWNTOWN DISTRICT

- [] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
 [] BOARD APPOINTMENT [] OLD BUSINESS
 [] PUBLIC HEARING ORDINANCE ON FIRST READING
 [x] **NEW BUSINESS**
 [] OTHER: _____

Approved by Town Manager

Bambi

McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of
 Lake Park, ou=Assistant Town Manager/
 Human Resources Director, _____
 email=btturner@lakeparkflorida.gov, c=US
 Date: 2024.11.14 15:33:13 -05'00'

Name/Title: *Bambi McKibbon-Turner, Assistant Town Manager/Human Resources Director*

Originating Department: Town Attorney	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	<u>Attachments:</u> Resolution and November 14, 2024 Memorandum from the Town Attorney
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

At its November 6, 2024 meeting, the Commission directed the Town Attorney to prepare a resolution to impose Zoning in Progress (ZIP) to study the existing objectives and policies of the Comprehensive Plan and the Purpose and Intent of Park Avenue Downtown District (PADD) as set forth in section 78-70 thereof. ZIP is necessary to permit the Town staff and Town Attorney time to evaluate consistency of current and future applications for redevelopment within the PADD Objectives and Policies and the purpose and intent as expressed in section 78-70 of the PADD.

Attached is the November 14, 2024 memorandum from the Town Attorney which provides background information regarding the justification of the Town Commission's decision to adopt Zoning in Progress as applied to the PADD.

Recommended Motion: I move to adopt Resolution _____.

#5895095 v1 26508-00001

Memo

To: Mayor and Town Commission

From: Thomas J. Baird, Town Attorney

Date: November 14, 2024

Subject: PADD / ZONING IN PROGRESS

Cc: Bambi Turner, Interim Town Manager; Nadia DiTommaso

I am including herein some background information regarding the justification of the Town Commission’s decision to adopt a Zoning In Progress (ZIP) resolution for the PADD.

Wastewater Capacity

The chart below demonstrates the magnitude of the discrepancy between the residential units proposed by Kelsey on the Park and 10th and Park (collectively, the Projects) and the capacity of Equivalent Residential Connections (ERC)¹ for wastewater flow to serve the residential units currently proposed by the Projects. Please note that the commercial uses also have the need for wastewater flow, but we do not have any data from the Seacoast Utility Authority (Seacoast) as it pertains to the demand for wastewater generated by the commercial uses.

Project	Units	Density	Available ERCs	Commercial
Kelsey on the Park	500	233/acre units	70	16,830 sf
10 th and Park	595	203/acre units	150	16,309 sf

The ERCs shown above represent the ERCs available to serve the residential units the Projects which have been proposed. Seacoast has previously confirmed that a new lift station must be

¹ An ERC is the flow equivalent to one single family residence.



Thomas J. Baird
D 561 650 8233 O 561 659 3000
tbaird@jonesfoster.com

4741 Military Trail, Suite 200, Jupiter, FL 33458
jonesfoster.com

installed within a reasonable proximity of the Projects to serve the residential units that have been proposed for the residential components of the respective Projects.

The redevelopment of other properties with a mixture of residential and commercial uses on the remaining 26.6 acres within the PADD will require an expansion of the wastewater capacity. Assuming the owners of the land which encompasses the Projects and other property owners within the PADD are unwilling to set aside land on their properties to accommodate their wastewater infrastructure needs on their properties, the delivery of land for a lift station might be satisfied on public property through one or more of the following options: (1) resolve any restrictions or reversionary interests in existing rights-of-way such that the rights-of-way can be used; (2) placement of a lift station on existing town or CRA property; (3) the Town and/or CRA could acquire property. Alternatively, property owners within the PADD could contribute financially their pro rata share of the capacity necessary to accommodate their redevelopment. These are the options, we should explore internally and with Seacoast during the zoning in progress time period.

Density

The Comprehensive Plan establishes an average density of 48 units/acre within the PADD. The total number of residential units contained within the “basket of units” established for the PADD by the Comprehensive Plan is 1,494. The Projects encompass 5.42 acres of the 32.13 acres of the PADD. Were the Commission to approve both Projects at the densities² they have sought, the remaining 26.7 acres in the PADD would only have 399 residential units available for development. Assuming an equal allocation of residential units per acre for the remaining properties within the PADD, their owners could only redevelop their properties at a density of 15 units per acre. This is less than 1/3 of the average residential density of 48 units per acre established by the Comprehensive Plan within the PADD. There would be an obvious disparity between the property rights of the owners of the Projects and the other property owners within the PADD who might want to redevelop their properties in accordance with the existing objectives and policies of the Comprehensive Plan and LDRs. This disparity in density does not seem fair, but more importantly it may well be a disincentive to those property owners who might want to sell their properties for redevelopment.

Were the Projects to develop at the average density of 48 units per acre established for the PADD, Kelsey on the Park could develop 120 residential units and 10th and Park 140 units. Based upon the math, as shown in the chart above, both projects currently have sufficient ERCs to develop at the average density established within the PADD. Because properties within the PADD have land use and zoning designations of mixed use, however, some allocation of wastewater flow for the commercial use square footage proposed for the proposed Projects would need to be calculated to

² With the waivers being requested by the property owners, the density of the 10th and Park project would be 203 units per acre and 233 units per acre for Kelsey on the Park, or more than 4 times the average density established for properties within the PADD..

determine whether there is wastewater capacity for the Projects at the average density of 48 units such that the Projects with the commercial square footage proposed could ultimately develop at the average residential density established by the Comprehensive Plan. Importantly, the fact that the Projects could develop at or near the maximum residential density established within the PADD by the Comprehensive Plan renders property rights arguments by the owners of these properties impotent. Nevertheless, during the time the ZIP is in place, the land use, density and other land development regulations should be re-consider to determine whether they remain in keeping with the Commission's vision for the PADD.

#5891033 v1 26508-00002

RESOLUTION NO. 108-11-24**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DECLARING ZONING IN PROGRESS FOR PROPERTIES LOCATED IN THE PARK AVENUE DOWNTOWN DISTRICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to the Florida Constitution and Chapter 166, Florida Statutes, the Town Commission of the Town of Lake Park (Town) has the home rule powers and authority to govern development within the Town; and

WHEREAS, in 2022, the Town Commission enacted amendments to the Land Use Element of its Comprehensive Plan, and implemented those amendments by rezoning properties within the Park Avenue Downtown District (PADD);

WHEREAS, in 2022 the Town Commission revised the Town's Land Development Regulations (LDRs) governing the development and redevelopment of properties within the PADD; and

WHEREAS, in early 2024, two owners of properties within the PADD proposed to redevelop their properties within the PADD and requested waivers to increase the density and height of buildings within the PADD based upon certain provisions of the amended Comprehensive Plan and LDRs; and

WHEREAS, based upon certain waivers, the two property owners proposed to develop two predominately residential projects of 500 and 595 units, at heights of 16 stories, and with densities of more than 200 units per acre on properties of approximately 2 acres and 3 acres; and

WHEREAS, the maximum building height established in the PADD is 12 stories and the average maximum density for properties in the core sub-district of the PADD is to be not greater than an average of 48 units per acres; and

WHEREAS, the two projects also propose 16,830 and 16,309 square feet of non-residential uses; and

WHEREAS, on October 19, 2024 the Town Commission held a workshop, the purpose of which was to evaluate how the amendments to the Comprehensive Plan and the LDRs were being applied to properties within the PADD; and

WHEREAS, Town Commission's workshop also sought to evaluate, given the waivers proposed, the consistency of the two proposed projects with objectives and policies of the Comprehensive Plan and the purpose and intent of the PADD; and

WHEREAS, consistent with public health and safety standards, Fla. Stat. § 163.4180 requires that developers demonstrate that there will be adequate sanitary sewer capacity available to serve new development; and

WHEREAS, the Seacoast Utility Authority (Seacoast), the sanitary sewer provider for properties within the PADD has reported that based upon the waivers sought by the two projects to increase densities on their respective properties, there is not sufficient wastewater capacity for the two projects; and

WHEREAS, even if the two properties were to be developed without waivers at the maximum density of 48 units per acre, established by the Comprehensive Plan, there may not be enough wastewater capacity within the PADD for the redevelopment of the two properties; and

WHEREAS, if the redevelopment of the two projects proceeds as proposed there will not be adequate wastewater capacity for other properties within the PADD to redevelop at the density established by the Comprehensive Plan unless wastewater capacity is increased by constructing a new lift station to serve the PADD; and

WHEREAS, the developers of the two projects have not proposed to make available land on their properties for a lift station to meet the needs of the development they have proposed on their properties; and

WHEREAS, the height and density proposed by the two projects may not be consistent with the objectives and policies of the Town's Comprehensive Plan; and

WHEREAS, the height and density of the two projects may not meet the purpose and intent of Section 78-70 of the PADD; and

WHEREAS, the proposed development of 1,075 residential units on 5.42 acre by the two projects within the PADD would use 73% of the residential units allocated within the 32.13 acres of the PADD; and

WHEREAS, the redevelopment of the two properties as proposed may substantially restrict redevelopment by other property owners within the PADD to redevelop their properties; and

WHEREAS, the Town Commission finds that it is necessary to enact zoning in progress to evaluate the land development regulations which were previously established, including the density, height, and Floor Area Ratios within the PADD; and

WHEREAS, the Town Commission finds that zoning in progress is necessary to provide the Town's staff to study the wastewater capacity and the needs of properties within the PADD to determine whether any amendments to the LDRs are necessary; and

WHEREAS, court decisions have upheld zoning in progress as a valid and necessary tool available to local governments to further the public health, safety and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The whereas clauses are incorporated herein, and represent the Town Commission's legislative findings and intent which necessitates zoning in progress.

SECTION 2. Issuance of Development Permits Withheld. The Town Commission hereby imposes zoning in progress and directs the Town Manager to direct staff to suspend review of pending applications, to not to accept, review, or process new applications and not to issue permits for pending applications within the PADD so that the Town can study the LDRs and the wastewater capacity available to properties within the PADD. The Community Development Department in cooperation with the Town Attorney is hereby authorized to re-evaluate the LDRs, including density, height, and Floor Area Ratios within the PADD for to ensure that the LDRs are consistent with Objectives and Policies of the Comprehensive Plan and the purpose and intent as set forth in § 78-70 of the PADD.

SECTION 3. Term of the Zoning in Progress. The term of this zoning in progress is temporary and shall extend for six months unless terminated earlier, or extended by further action of the Town Commission. The Town Commission reserves the right to extend zoning in progress as it deems necessary in furtherance of the public health, safety and general welfare.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its execution.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: Updating the Position Titles and Pay Codes to Reflect the 3 Percent Cost of Living Increase for Non-Union Town Employees

- [] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
 [] BOARD APPOINTMENT [] OLD BUSINESS
 [] PUBLIC HEARING ORDINANCE ON FIRST READING
 [x] **NEW BUSINESS**
 [] OTHER: _____

Approved by Town Manager **Bambi McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake
 Park, ou=Assistant Town Manager/Human Resources
 Director, email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.11.15 10:18:02 -05'00'

Name/Title: *Bambi McKibbon-Turner, Assistant Town Manager/Human Resources Director*

Originating Department: Human Resources	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	<u>Attachments:</u> Proposed Fiscal Year 2025 Position Titles and Pay Codes
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>BMT</u> Please initial one.

Summary Explanation/Background:

As set forth in the approved Fiscal Year 2025 budget, the Town's general (non-union) employees have received a 3 percent cost-of-living increase effective October 1, 2024. Those employees whose positions are covered by the Collective Bargaining Agreement will receive the 3 percent cost-of-living increase retroactive to October 1, 2024 when the Collective Bargaining Agreement has been approved by the Town Commission, which is an agenda item for approval at this evening's Commission meeting.

Historically, the minimum and maximum pay ranges set forth in the Position Titles, Job Codes and Pay Plan have been increased to coincide with the cost-of-living increases to avoid possible salary compression issues. Section 1.1 of the Handbook of Procedures and Policies for Employees of the Town of Lake Park (Employee Handbook) provides that the Human Resources Department shall maintain a uniform classification system which shall consist of Town-approved position classifications and a listing of position titles, job codes and pay plan. Such uniform classification system consisting of the Position Titles, Job Codes and Pay Plan shall be updated from time to time as needed by action of the Town Commission.

The purpose of this agenda item is to request approval by the Town Commission to update the minimum and maximum pay ranges set forth in the Position Titles, and Pay Codes for non-union positions by increasing them by 3 percent to coincide with the cost-of-living increases for Fiscal Year 2025.

Recommended Motion: I move to update the minimum and maximum pay ranges set forth in the Position Titles and Pay Codes for non-union positions by increasing them by 3 percent to coincide with the cost-of-living increases for Fiscal Year 2025.

TOWN OF LAKE PARK

POSITION TITLES AND PAY CODES

Item 17.

Grade	E/NE	NON-UNION POSITION TITLES	MINIMUM FY2025		MAXIMUM FY2025	
			PER YEAR	PER HR	PER YEAR	PER HR
		Department: Town Manager				
200	E	Town Manager	Contract Employee		Contract Employee	
70	NE	Executive Assistant	49,618.65	23.86	79,389.84	38.17
		Department: Human Resources				
180	E	Asst Town Manager /Director - Human Resources	130,298.00	62.64	208,476.79	100.23
70	NE	Executive Assistant	49,618.65	23.86	79,389.84	38.17
		Department: Town Clerk				
170	E	Town Clerk	118,452.72	56.95	189,524.36	91.12
90	NE	Deputy Town Clerk	56,808.39	27.31	90,893.42	43.70
		Department: Communications & Grants				
170	E	Grants Writer/Chief Public Information Officer	118,452.72	56.95	189,524.36	91.12
90	NE	Marketing Specialist	56,808.39	27.31	90,893.42	43.70
		Department: Information Technology				
150	E	Director - Information Technology	97,894.81	47.06	156,631.70	75.30
		IT Help Desk Technician	-	-	-	-
		Department: Finance				
170	E	Director - Finance	118,452.72	56.95	189,524.36	91.12
140	E	Assistant Finance Director	88,995.28	42.79	142,392.46	68.46
100	E	Accountant, Senior	60,784.98	29.22	97,255.96	46.76
80	E	Accountant	53,091.95	25.52	84,947.12	40.84
50	NE	Accounting Technician	43,338.85	20.84	69,342.16	33.34
	NE	Receptionist/Cashier	-	-	-	-
		Department: Public Works				
170	E	Director - Public Works	118,452.72	56.95	189,524.36	91.12
140	E	Manager - Capital Projects	88,995.28	42.79	142,392.46	68.46
100	E	Operations Manager	60,784.98	29.22	97,255.96	46.76
70	NE	Executive Assistant	49,618.65	23.86	79,389.84	38.17
40	NE	Administrative Assistant	40,503.60	19.47	64,805.75	31.16
		Department: Community Development				
170	E	Director - Community Development	118,452.72	56.95	189,524.36	91.12
100	E	Planner	60,784.98	29.22	97,255.96	46.76
70	NE	Code Compliance Officer	49,618.65	23.86	79,389.84	38.17
70	NE	Executive Assistant	49,618.65	23.86	79,389.84	38.17
40	NE	Community Development Technician	40,503.60	19.47	64,805.75	31.16
		Department: Special Events				
140	E	Director - Special Events	88,995.28	42.79	142,392.46	68.46
80	E	Recreation Supervisor	53,091.95	25.52	84,947.12	40.84
50	NE	Events Coordinator	43,338.85	20.84	69,342.16	33.34
10	NE	Camp Counselor (Seasonal)	33,063.00	15.90	52,900.80	25.43
		Department: Library				
150	E	Director - Library	97,894.81	47.06	156,631.70	75.30
130	E	Assistant Director - Library	80,904.80	38.90	129,447.69	62.23
80	E	Librarian	53,091.95	25.52	84,947.12	40.84
50	NE	Senior Library Assistant	43,338.85	20.84	69,342.16	33.34
10	NE	Library Assistant	33,063.00	15.90	52,900.80	25.43
10	NE	Library Assistant, Children's	33,063.00	15.90	52,900.80	25.43
		Department: Marina				
110	E	Dockmaster	66,863.47	32.15	106,981.56	51.43
170	E	Director - Marina	118,452.72	56.95	189,524.36	91.12
		Department: CRA				
N/A	E	Community Redevelopment Administrator	Contract Employee		Contract Employee	



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: Expansion of the Existing Town of Lake Park Community Development Block Grant (CDBG) Target Areas

- [] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
 [] BOARD APPOINTMENT [] OLD BUSINESS
 [] PUBLIC HEARING ORDINANCE ON FIRST READING
 [x] **NEW BUSINESS**
 [] OTHER: _____

Approved by Town Manager **Bambi McKibbon-Turner**
Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/
 Human Resources Director, email=bturmer@lakeparkflorida.gov, c=US
 Date: 2024.11.14 10:41:49 -0500

Name/Title: *Bambi McKibbon-Turner, Assistant Town Manager/Human Resources Director*

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	<u>Attachments:</u> Palm Beach County Department of Housing and Economic Development Letter and Map Proposed CDBG Target Area(s) Map
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case BMT _____ Please initial one.

Summary Explanation/Background:

The Town has received notification from the Palm Beach County Department of Housing and Economic Development (DHED) that their department has commenced the preparation of the Five Year Consolidated Plan, which is a requirement to receive certain funds from the U.S. Department of Housing and Urban Development (HUD). The Five Year Consolidated Plan requires, among other things, the identification of geographical areas (i.e., Target Areas) in which expenditure of CDBG funding may be concentrated. A CDBG Target Area qualifies a municipality for an annual share of CDBG funding through the Palm Beach County local entitlement process.

As part of this process, the Town of Lake Park now has the opportunity to create a new Target Area or to recertify the existing one and must submit data to support the area's designation as a Target Area which must meet all of the following criteria:

- At least 51 percent of the residents must be of low and moderate incomes;
- Land must be at least 51 percent residential;
- Be one contiguous geographic area, no less than 0.5 square mile and no more than 2.0 square miles in size bounded by naturally occurring or man-made features (municipal boundaries, canals, roadways, etc.) to demarcate the Target Area; and
- Area must exhibit visible signs of deterioration or underdevelopment, such as substandard housing, inadequate infrastructure (water, sewer, streets and sidewalks), or inadequate public facilities (parks, libraries, community centers, etc.). Sub-standard housing is defined as residential structures with code violations, or exhibiting visible signs of deterioration or deferred maintenance, structural damage or collapse.

DHED provided the Town with a map which delineates the Towns' existing CDBG Target Area. A copy of letter received and map is attached.

Staff has reviewed the map and has determined that there is an opportunity to include additional residential areas. See attached proposed CDBG Target Area(s) Map (new boundary = 1.65 square miles). The proposed map meets the all of the above criteria for designation of a CDBG Target Area and Staff recommends that the Town's existing CDBG Target Area be expanded to include such areas.

Recommended Motion: I move to **APPROVE** the CDBG Target Area expansion areas pursuant to the proposed map attached hereto.



**Department of
Housing & Economic
Development**

Strategic Planning Division

100 Australian Avenue - Suite 500

West Palm Beach, FL 33406

(561) 233-3600

www.pbc.gov/hed

**Palm Beach County
Board of County
Commissioners**

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

October 28, 2024

Bambi McKibbon-Turner, Interim Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Community Development Block Grant (CDBG) Target Area

Dear Ms. McKibbon-Turner:

Palm Beach County Department of Housing and Economic Development (DHED) has commenced preparation of the Five Year Consolidated Plan, a requirement to receive certain grant funds from the U.S. Department of Housing and Urban Development. The Five Year Consolidated Plan requires, among other things, the identification of geographical areas in which expenditure of CDBG funding may be concentrated. A CDBG Target Area qualifies a municipality for an annual share of CDBG funding through the County's local entitlement process.

The Town of Lake Park currently has an established CDBG Target Area, but now has the opportunity to create a new Target Area or to recertify the existing one. In either case, the Town must provide data to support the area's designation as a CDBG Target Area. A Target Area must meet all of the following criteria:

- At least 51% of the residents must be of low and moderate incomes;
- Land use must be at least 51% residential;
- Be one contiguous geographic area, no less than 0.5 square mile and no more than 2.0 square miles in size bounded by naturally occurring or man-made features (municipal boundaries, canals, roadways, etc.) to demarcate the Target Area.
- Area must exhibit visible signs of deterioration or underdevelopment, such as sub-standard housing, inadequate infrastructure (water, sewer, streets and sidewalks), or inadequate public facilities (parks, libraries, community centers, etc.). Sub-standard housing is defined as residential structures with code violations, or exhibiting visible signs of deterioration or deferred maintenance, structural damage or collapse.



Enclosed is a map which delineates your existing CDBG Target Area as well as other areas in the Town of Lake Park where the low and moderate income requirement is met, as well as a questionnaire to support the designation of the proposed Target Area.

Please provide the completed questionnaire with a revised map to DHED by December 2, 2024. Your timely response will be greatly appreciated. If you have questions or need clarification on any matter in this correspondence, please contact Sheila Brown, Senior Planner at 561-233-3688 or sabrown@pbc.gov.

Sincerely,

A handwritten signature in blue ink that reads "Jonathan Brown".

Jonathan B. Brown, Director
Department of Housing and Economic Development

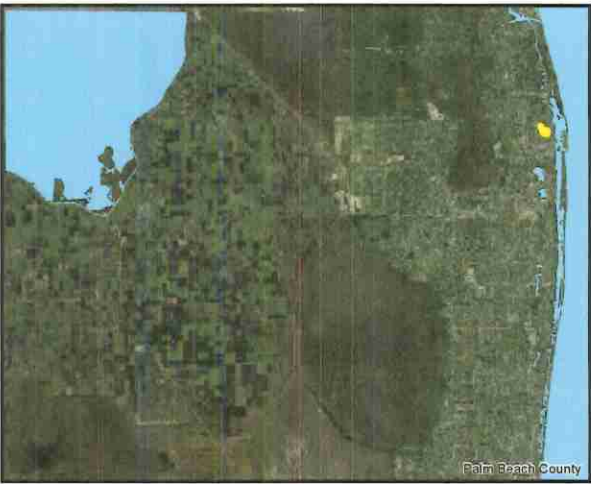
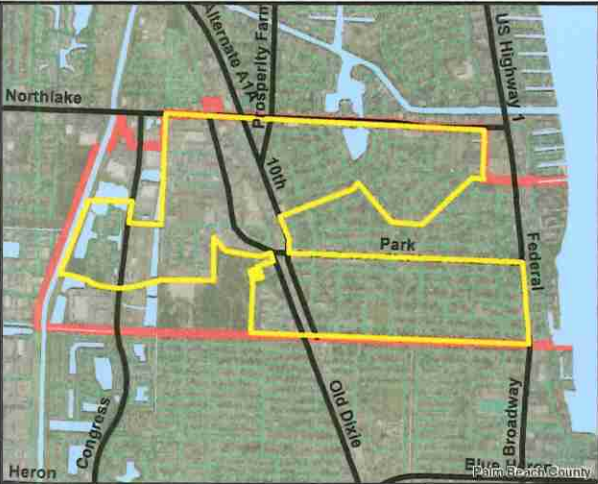
Enclosure

cc: Nadia DiTommaso, Comm. Dev. Dir., Town of Lake Park
Sherry Howard, Deputy Director, DHED
Carlos Serrano, SPO Director, DHED
Elizabeth Jo Miller, Principal Planner, DHED

S:\2024-25\Consolidated Plan PYs 2025-2029\Draft Plan\SP-10 Geographic Priorities\Target Areas\Lake Park\Letter to Municipality - Lake Park.doc



Palm Beach County
Community Development Block Grant Program
Town of Lake Park - CDBG Target Area



Legend

- CDBG Target Area
- Municipal Boundaries
- Water Bodies
- Major Roads



Source: 2011-2015 American Community Survey (Low/Mod Income)
Prepared by PBC Department of Housing and Economic Development - February 2020

CDBG Target Area Verification Questionnaire

Municipality: Town of Lake Park

Criteria for Target Area:

- Be one contiguous geographic area, no less than 0.5 square mile and no more than 2.0 square miles in size bounded by naturally occurring or man-made features (municipal boundaries, canals, roadways, etc.) to demarcate the Target Area.
- Land use must be at least 51% Residential
- At least 51% of area’s residents must be low- and moderate-income.
- Area must exhibit visible signs of physical deterioration, underdevelopment, or need for improvements (substandard housing; inadequate infrastructure-water, sewer, streets and sidewalks; inadequate public facilities- parks, libraries, community centers).

1.	Target Area Size and boundaries
2.	Percentage of land area which is residential (Explain how this was determined)
3.	Number of Housing units and the number determined to be substandard. (Substandard housing defined as having one of the following conditions: showing visual signs of deterioration or deferred maintenance; having code violations; having structural damage; and lack complete kitchen, plumbing).
4.	State the condition of the existing public facilities and identify where upgrading, expansion or new construction is needed. Estimate the cost of undertaking the needed work.
5.	State the condition of the existing infrastructure and identify where upgrading, expansion or new construction is needed. Estimate the cost of undertaking the needed work.

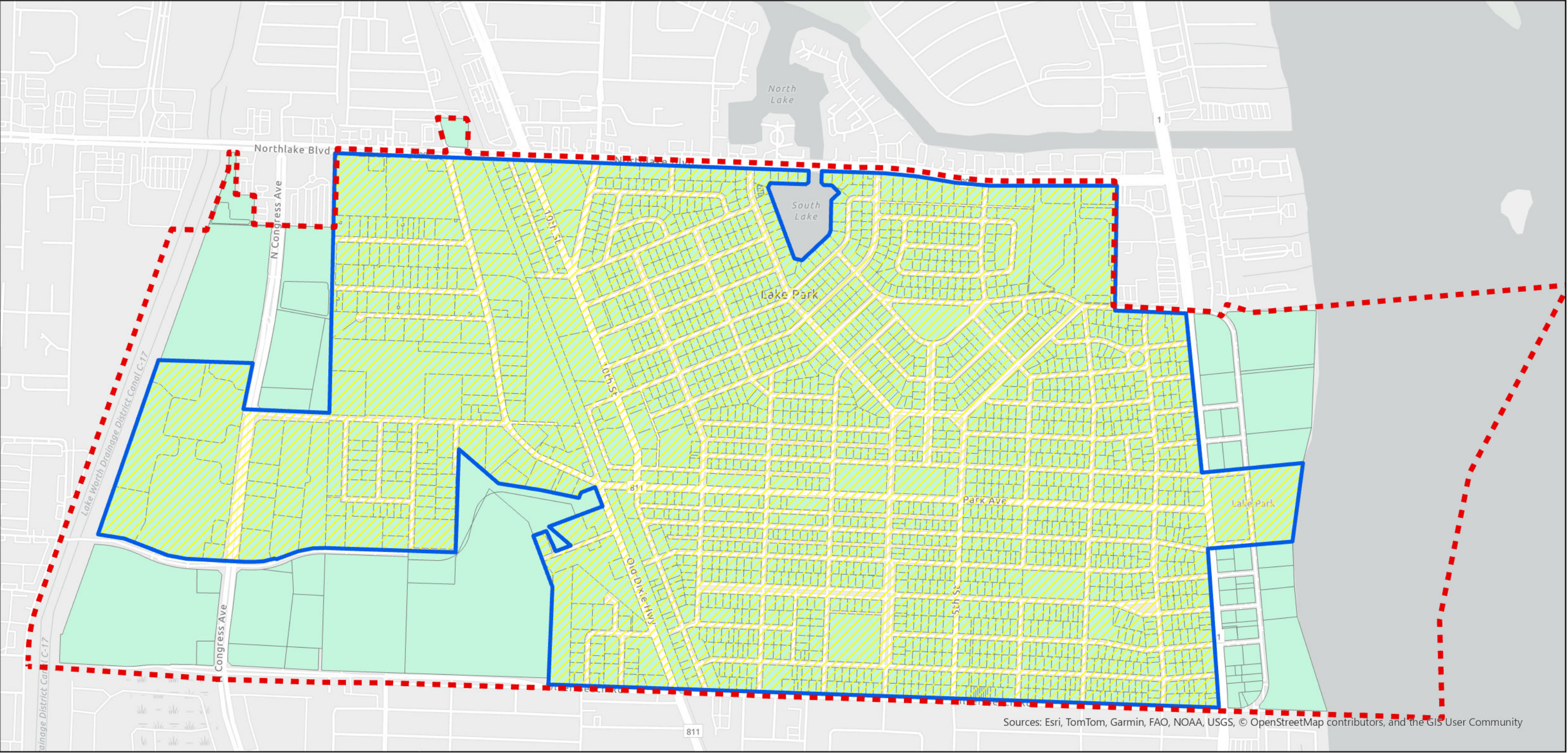
Prepared By: _____

Name and Title

Date

Lake Park Community Development Block Grant Program

Proposed Target Areas



Legend

- Parcels
- Proposed CDBG Area
- Town_Boundary

0 0.13 0.25 0.5 Miles

N



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Originating Department: _____

Agenda Title: _____

Agenda Category (i.e., Consent, New Business, etc.): _____

Approved by Town Manager: Bambi McKibbon-Turner Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant
Town Manager/Human Resources Director,
email=bturner@lakeparkflorida.gov, c=US
Date: 2024.11.15 14:34:25 -05'00'

Cost of Item: \$98,000 **Funding Source:** Insurance Fund

Account Number: 001-589-900-91150 **Finance Signature:** Jeff DaSilva Digitally signed by Jeff DaSilva
DN: cn=Jeff DaSilva, o=Town of Lake
Park, ou=Finance Department,
email=jdsilva@lakeparkflorida.gov,
c=US
Date: 2024.11.15 15:50:51 -05'00'

Advertised:

Date: N/A **Newspaper:** _____

Attachments: Settlement Agreement

Please initial one:

x Yes I have notified everyone
____ Not applicable in this case

Summary Explanation/Background:

As the Town's representative, the mayor together with the Town Attorney negotiated a Settlement Agreement in the case of Igor Jose Oliveira De Almeida and Natasha Aileen Quiza v. Town of Lake Park. The Settlement Agreement allows the Town to avoid expenses associated with discovery in preparation for a trial and a trial. It also eliminates the Town's potential exposure to significant damages and attorney fees in the event the Town were not to prevail at trial. The Town Attorney recommends that the Town Commission approve the Settlement Agreement and authorize the mayor to execute it on behalf of the Town.

Recommended Motion:

I move to approve the Settlement Agreement and authorize the mayor to execute the same.

#5896557 v1 26508-00001

TOWN OF LAKE PARK

BUDGET ADJUSTMENT

DEPARTMENT: INSURANCE FUND 150

Adjustment No.:

DATE: 11/20/2024

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
001-589-900-91150	Trf to Insurance Fund	\$98,000.00	
001-589-900-99905	Contingency Commission		\$98,000.00

TOTAL \$98,000.00 \$98,000.00

Explanation:

Transfer from contingency to cover settlement costs for DeAlmenda/Quiza vs Town

APPROVALS:

Department Head: _____

Date: _____

Finance Director: _____

Date: _____

Town Manager: _____

Date: _____

Commission: _____

Date: _____

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This settlement and mutual release agreement (hereafter "AGREEMENT") is made and entered into as of the last day set forth on the signature page ("Effective Date") by and between Igor Jose Oliveira De Almeda and Natasha Aileen Quiza ("PLAINTIFFS") and The Town of Lake Park ("LAKE PARK") (the foregoing parties are hereinafter collectively referred to as "PARTY" or the "PARTIES").

WHEREAS, LAKE PARK and PLAINTIFFS entered into an "As Is" Residential Contract for Sale and Purchase ("CONTRACT") of the property located with an address of 1100 2nd Court, Lake Park, Florida 33403 ("PROPERTY").

WHEREAS, the Closing occurred on November 15, 2022, and PLAINTIFFS thereafter took occupancy and possession of the PROPERTY;

WHEREAS, PLAINTIFFS initiated a lawsuit against LAKE PARK in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida in Case No. 50-CA-2024004262 ("LAWSUIT").

WHEREAS, LAKE PARK filed its Answer, Affirmative Defenses and a Counter-Claim against PLAINTIFFS in the LAWSUIT ("COUNTER-CLAIM").

WHEREAS, the PARTIES have participated in on going mediation beginning September 6, 2024.

WHEREAS, to avoid the uncertainty and expense of litigation, the PARTIES agree to resolve the LAWSUIT and COUNTER-CLAIM as more fully set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the PARTIES hereto, freely and voluntarily agree as follows:

1. **Incorporation.** The above recitals are true and correct and incorporated herein as if fully set forth in their entirety.

2. **Settlement Amount and Terms.** (i) LAKE PARK shall pay to PLAINTIFFS **Ninety-Eight Thousand and Zero cents (\$98,000.00)** within ten (10) business days of the Effective Date of this Agreement ("SETTLEMENT PAYMENT").

(ii) Within five (5) business days after PLAINTIFFS receive the SETTLEMENT PAYMENT, PLAINTIFFS shall file a notice of voluntary dismissal with prejudice. Within three (3) business days after PLAINTIFFS file their notice of voluntary dismissal, LAKE PARK shall file a notice of voluntary dismissal of its COUNTER-CLAIM against PLAINTIFFS with prejudice.

(iii) Each party shall bear their respective attorney fees and costs, except as such has already been included in the SETTLEMENT PAYMENT of \$98,000.00.

(iv) Upon the filing of the voluntary dismissals, LAKE PARK shall request that the Code Enforcement Magistrate dismiss the pending code violations and waive any fines which the PLAINTIFFS may have incurred. This provision does not prohibit LAKE PARK'S right to notice or enforce any code violations that may arise after the Effective Date of this Agreement.

(v) PLAINTIFFS have obtained a permit to demolish and renovate the residence on the PROPERTY. PLAINTIFFS shall complete the demolition and renovation in accordance with the permit approval and proceed with the renovation of the interior of the existing dwelling, and construct the addition, all in accordance with the plans approved by LAKE PARK. PLAINTIFFS shall comply with Florida law and the Florida Building Code in relation to Owner-Builder permits. PLAINTIFFS shall obtain a certificate of occupancy/completion ("CO") for all work associated with the permit no later than **August 8, 2025** ("COMPLETION DATE"). In the event of unforeseen circumstances, such as for example a hurricane or material shortage, LAKE PARK agrees to work with PLAINTIFFS to grant a reasonable extension of the COMPLETION DATE.

PLAINTIFFS shall immediately thereafter provide LAKE PARK'S Community Development Director with a copy of the CO upon its receipt.

3. Mutual General Releases. Each PARTY hereby generally, unconditionally and irrevocably forever releases, discharges, remises, acquits, waives and exonerates the other PARTY, their principals, members, managers, owners, agents, employees, employers, directors, trustees personal representatives, successors, beneficiaries and assigns from any and all representations, obligations, duties, liabilities, debts, demands, complaints, violations, damages, losses, accounts, rights, costs, expenses, entitlements, burdens, bonds, suits, actions, claims and causes of action, of any type and nature, whether at law or in equity, in common law or by statute, rule or guideline, in contract or tort, negligent or intentional, known or unknown, foreseen or unforeseen, direct or indirect, personal or derivative, joint or several, dependent or independent, fraudulent or inadvertent, compensatory or punitive, actual, consequential or special, fixed or contingent, matured or unmatured, expired or unexpired, whether known or unknown at the time of executing this AGREEMENT, or otherwise, that each PARTY had or has against the other PARTY arising from, or in any way relating to, the LAWSUIT, the COUNTER-CLAIM, the CONTRACT, or the PROPERTY.

4. Drafting and Negotiation. This AGREEMENT is entered into and executed voluntarily by each of the PARTIES hereto and without any duress or undue influence on the part of, or on behalf of, any such PARTY. Each of the PARTIES hereto has been represented by counsel of his/her own choice and has read this AGREEMENT and that he/she is fully aware of its contents and legal effects. For all purposes, this AGREEMENT shall be deemed to have been drafted jointly by the PARTIES hereto with no presumption in favor of one PARTY over another in the event of any ambiguity.

5. Severability. If any of the provisions of this AGREEMENT are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

6. Governing Law, Jurisdiction and Venue for Disputes. This AGREEMENT shall be governed by the laws of the State of Florida and any question arising hereunder shall be construed or determined according to such law. The PARTIES agree that as to any dispute arising from this AGREEMENT to submit themselves to the sole and exclusive jurisdiction of the courts of the State of Florida and that the venue shall Palm Beach County, Florida.

7. Complete Agreement. The PARTIES understand and agree that this AGREEMENT contains the entire agreement between the PARTIES, and the terms of the AGREEMENT are contractual and not a mere recital. This AGREEMENT supersedes, merges, and replaces all written and oral agreements, understandings, representations, assurances, obligations, inducements, conditions, and warranties, express or implied, previously made or contemporaneously existing between the PARTIES, with respect to the subject matters addressed in this AGREEMENT. Additionally, this AGREEMENT is offered and accepted as final, mutual, and binding upon the PARTIES, regardless of whether a PARTY later contends that either too much or too little money and/or consideration was paid or received.

The PARTIES warrant that no promise or inducement not herein expressed has been made; and, that in executing the AGREEMENT, the PARTIES are not relying upon any oral statement, representation, promise or warranty, express or implied, concerning the nature, extent or duration of any of the alleged claims, counts, injuries, losses, or damages herein involved, the subject matter hereof, or concerning any other thing or matter; and, that there are no other terms, obligations, and/or duties, express or implied, or contingencies to this AGREEMENT other than what is stated herein; and, finally, the PARTIES agree that they are fully informed of the contents of this AGREEMENT, and, after having been apprised of all relevant information and data by their respective Attorneys, sign it freely and voluntarily with full knowledge of its meaning and content.

8. Counterparts. This Agreement may be executed by the PARTIES in any number of counterparts, including by way of facsimile, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument.

WHEREAS, the PARTIES have executed this Agreement on the dates affixed with their signatures below.

Town of Lake Park

Roger Machaud, Mayor

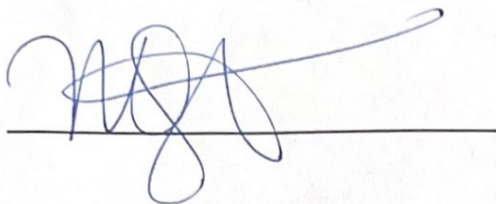
Date

Igor Jose Oliveira De Almeda



11.14.2024
Date

Natasha Aileen Quiza



11/14/24
Date

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