

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting

Tuesday, June 09, 2026, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Mayor Keith W. Babb, Jr.
Vice Mayor Isabelle J. McDonald
Commissioner Sanquetta Cowan-Williams
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott

CHARTER OFFICERS:

Brenda L. Bryant, City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, P.A., City Attorney

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS**
- E. PRESENTATIONS / PROCLAMATIONS / PUBLIC SERVICE ANNOUNCEMENTS / PUBLIC COMMENTS** (*agenda items only*)

(This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium or unmute your device, and prior to addressing the Commission, state your name and address for the record)

- 1. Commission on Ethics Overview - Gina A. Levesque, Intake and Compliance Manager for Palm Beach County Commission on Ethics

- F. CONSENT AGENDA**

- 1. May 26, 2026 City Commission Meeting Minutes

- G. OLD BUSINESS** (*discussion of existing activities or previously held events, if any*)

- H. PUBLIC HEARINGS AND/OR ORDINANCES**

- 1. ORDINANCE 2026-02 ((FIRST READING) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING ARTICLE VII, DIVISION 1, SECTION 2-272 OF THE CITY OF PAHOKEE’S CODE OF ORDINANCES ENTITLED “PURCHASE ORDERS”, TO RETITLE AS “PURCHASE ORDERS, COMPETITIVE BIDS AND EXEMPTIONS”; SPECIFICALLY AMENDING NUMBERED PARAGRAPH (6) ENTITLED “EXEMPT PURCHASES” TO CLARIFY THAT THE DETERMINATION OF AN EMERGENCY PURCHASE IS VESTED IN THE LEGISLATIVE JUDGMENT OF THE CITY COMMISSION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

- I. RESOLUTION(S)**

- 1. RESOLUTION 2026-25 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE CANCELLATION OF THE JULY 28, 2026 CITY COMMISSION MEETING IN ORDER TO PROVIDE FOR A SUMMER RECESS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
- 2. RESOLUTION 2026-26 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A CONTRIBUTION IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000) TO THE LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANCE OF PALM BEACH COUNTY (LORE) FOR A REGIONAL FEASIBILITY AND MARKETABILITY STUDY; AUTHORIZING EXPENDITURE FROM ACCOUNT 1.511000.489 (CONTRIBUTIONS & SPONSORSHIPS); AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY BUDGETARY ACTIONS; PROVIDING FOR

ADOPTION OF REPRESENTATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

3. RESOLUTION 2026-27 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND SUPPORTING THE 2026 QUAD CITY SENIOR CITIZENS PROM; AUTHORIZING A FINANCIAL CONTRIBUTION IN THE AMOUNT OF ONE THOUSAND FIFTY DOLLARS (\$1,050.00) FROM THE CITY COMMISSION BUDGET FOR ACTIVITIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
4. RESOLUTION 2026-28 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A TERMITE TREATMENT AGREEMENT FOR CITY HALL, AS SET FORTH HERETO IN EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
5. RESOLUTION 2026-29 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, SUPPORTING A ONE-YEAR EVALUATION PERIOD FOR PALM TRAN RIDERSHIP AND RELATED SERVICE IMPACTS WITHIN THE GLADES REGION, AS SET FORTH HERETO IN EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
6. RESOLUTION 2026-30 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A LEASE AGREEMENT WITH FLORIDA COAST EQUIPMENT, LLC FOR THE RENTAL OF NECESSARY EQUIPMENT FOR PORT MAYACA CEMETERY MAINTENANCE, AS SET FORTH HERETO IN EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
7. RESOLUTION 2026-31 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ESTABLISHING THE PAHOKEE HIGH SCHOOL ALUMNI PICNIC AS AN ANNUAL CITY-SPONSORED COMMUNITY EVENT; APPROVING THE 2026 PAHOKEE HIGH SCHOOL ALUMNI PICNIC PROPOSAL, AS SET FORTH HERETO IN EXHIBIT “A”; APPROVING PARTICIPATION FEES; AUTHORIZING THE USE OF COLLECTED FUNDS TO OFFSET EVENT EXPENSES; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO CARRY OUT THE INTENT OF THIS RESOLUTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

J. NEW BUSINESS (*presentation by city manager of activity or upcoming event, if any*)

1. Palm Beach County Sheriff's Office (PBSO) Report
2. Palm Beach County Fire Rescue (PBCFR) Report

K. REPORT OF THE MAYOR

L. REPORT OF THE CITY MANAGER

M. REPORT OF THE CITY ATTORNEY

N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

O. GENERAL PUBLIC COMMENTS (*items not on the agenda*)

P. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER (*community events, feel good announcements, if any*)

Q. ADJOURN

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda or non-agenda item must complete the “Request for Appearance and Comment” form and present completed form to the City Clerk prior to commencement of the meeting.

Should any person seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting, such person will 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. (Reference: Florida Statutes 286.0105)

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting the Office of the City Clerk at 561-924-5534. If hearing impaired, contact Florida Relay at 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statutes 286.26)

CITY OF PAHOKEE



MINUTES

City Commission Regular Meeting
Tuesday, May 26, 2026, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Mayor Keith W. Babb, Jr.
Vice Mayor Isabelle J. McDonald
Commissioner Sanquetta Cowan-Williams
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott

CHARTER OFFICERS:

Brenda L. Bryant, City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, P.A., City Attorney

AGENDA

A. CALL TO ORDER

Mayor Babb called the meeting to order at 6:03 PM.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Cowan-Williams led the Invocation, followed by the Pledge of Allegiance.

C. ROLL CALL

PRESENT

Mayor Keith W. Babb, Jr.
Vice Mayor Isabelle J. McDonald
Commissioner Sanquetta Cowan-Williams
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott
Brenda L. Bryant, City Manager
Burnadette Norris-Weeks, City Attorney
Nylene Clarke, City Clerk

D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS

Motion made by Vice Mayor McDonald to accept the agenda as printed. Duly seconded by Commissioner Cowan-Williams and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

E. PRESENTATIONS / PROCLAMATIONS / PUBLIC SERVICE ANNOUNCEMENTS / PUBLIC COMMENTS *(agenda items only)*

1. Presentation - Lake Okeechobee Regional Economic Alliance of Palm Beach County (LORE)
2. Presentation - Ronald J. Doncaster, Hospital Administrator for Lakeside Medical Center

F. CONSENT AGENDA

1. May 12, 2026 City Commission Meeting Minutes

Motion made by Commissioner Cowan-Williams to accept the Consent Agenda. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

G. OLD BUSINESS *(discussion of existing activities or previously held events, if any)*

H. PUBLIC HEARINGS AND/OR ORDINANCES

1. ORDINANCE 2026-01 (FIRST READING) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING CERTAIN SECTIONS OF THE CITY OF PAHOKEE'S CODE OF ORDINANCES PERTAINING TO DANGEROUS BUILDINGS; DELETING OUTDATED REFERENCES PERTAINING TO THE CITY'S FORMER CODE ENFORCEMENT BOARD; SPECIFICALLY AMENDING ARTICLE III, CHAPTER 6, SECTION 6-67

ENTITLED “DUTIES OF BUILDING INSPECTOR AND CODE ENFORCEMENT OFFICER”; AMENDING SECTION 6-68 ENTITLED DUTIES OF THE SPECIAL MAGISTRATE; DELETING SECTION 6-69 ENTITLED “LIABILITY FOR DAMAGE RESULTING FROM ENFORCEMENT OF ARTICLE; SUITS; AMENDING SECTION 6-72 ENTITLED EMERGENCY REPAIR, VACATION OR DEMOLITION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

The title of the ordinance was read into the record by the City Attorney and was explained by the City Manager.

Public Hearing opened at 6:50 PM. There being no comments, public hearing closed at 6:50 PM.

Motion made by Commissioner Cowan-Williams to accept Ordinance 2026-01 (First Reading). Duly seconded by Commissioner McPherson and passed unanimously. Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

I. RESOLUTION(S)

1. RESOLUTION 2026-22 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF MAINTENANCE WORK ORDER ASM56 FOR FISCAL YEAR 2026–2027 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE MAINTENANCE OF STATE HIGHWAY LIGHTING FACILITIES WITHIN THE CITY OF PAHOKEE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The title of the resolution was read into the record by the City Attorney and was explained by the City Manager.

Motion made by Commissioner McPherson to accept Resolution 2026-22. Duly seconded by Vice Mayor McDonald and passed unanimously. Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

2. RESOLUTION 2026-23 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND ADOPTING THE UPDATED CONTINUITY OF OPERATIONS PLAN (COOP) FOR THE CITY OF PAHOKEE, AS SET FORTH HERETO IN EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The title of the resolution was read into the record by the City Attorney and was explained by the City Manager.

Motion made by Commissioner McPherson to accept Resolution 2026-23. Duly seconded by Commissioner Cowan-Williams and passed unanimously. Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

3. RESOLUTION 2026-24 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE EXECUTION OF THE STATEWIDE MUTUAL AID AGREEMENT (SMAA) WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR

ADOPTION OF REPRESENTATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The title of the resolution was read into the record by the City Attorney and was explained by the City Clerk.

Motion made by Commissioner Cowan-Williams to accept 2026-24. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

J. NEW BUSINESS (*presentation by city manager of activity or upcoming event, if any*)

1. Palm Beach County Sheriff's Office (PBSO) Report
2. Palm Beach County Fire Rescue (PBCFR) Report
3. Discussion and Direction: Consideration of taking a summer break from the regularly scheduled Commission Meetings on July 28, 2026 and August 11, 2026

Clerk's Note: The consensus of the City Commission was to consider a summer recess on July 28, 2026. A formal item will be presented to the City Commission at the next meeting.

K. REPORT OF THE MAYOR

L. REPORT OF THE CITY MANAGER

Motion made by Commissioner Cowan-Williams to "take \$1050 from the City Commission's donation fund that's in the line item in the budget for the Senior Prom". Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

M. REPORT OF THE CITY ATTORNEY

N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

Motion made by Commissioner McPherson, as a future agenda item, to do three (3) separate RFPs for the restaurant, campground, and marina. Duly seconded by Vice Mayor McDonald and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

Clerk's Note: The City Attorney noted that whatever the City does, should be sent to the State first, for approval.

Motion made by Commissioner Cowan-Williams to add to the June 9, 2026 agenda, the manager looking into the budget for the \$5000 donation to LORE for the feasibility and the marketability study. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

A motion was made by Commissioner Scott to add an item setting a date for receiving the agendas, and it was duly seconded by Commissioner Cowan-Williams. Discussion ensued, after which Commissioner Scott rescinded the motion.

O. GENERAL PUBLIC COMMENTS (*items not on the agenda*)

P. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER (*community events, feel good announcements, if any*)

Q. ADJOURN

Motion made by Commissioner Cowan-Williams to adjourn the meeting. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

There being no further business to discuss, Mayor Babb adjourned the meeting at 8:24 PM.

Mayor Keith W. Babb, Jr.

ATTEST: Nylene Clarke, CMC, City Clerk

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING ARTICLE VII, DIVISION 1, SECTION 2-272 OF THE CITY OF PAHOKEE’S CODE OF ORDINANCES ENTITLED “PURCHASE ORDERS”, TO RETITLE AS “PURCHASE ORDERS, COMPETITIVE BIDS AND EXEMPTIONS”; SPECIFICALLY AMENDING NUMBERED PARAGRAPH (6) ENTITLED “EXEMPT PURCHASES” TO CLARIFY THAT THE DETERMINATION OF AN EMERGENCY PURCHASE IS VESTED IN THE LEGISLATIVE JUDGMENT OF THE CITY COMMISSION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee (“City Commission”) recognizes that unforeseen circumstances and emergencies may arise that require immediate action to protect the public health, safety, and welfare of the community; and

WHEREAS, delays associated with standard procurement procedures may impair the City’s ability to respond effectively to emergencies and urgent situations as determined by the City Commission; and

WHEREAS, the City Commission finds it necessary to establish clear authority for emergency purchases to ensure the timely acquisition of goods and services needed to address pressing public needs as determined by the City Commission; and

WHEREAS, the City Commission further finds that determinations regarding the existence of an emergency and the necessity of emergency purchases should be vested in the legislative judgment of the City Commission to ensure accountability and responsiveness to the public interest; and

WHEREAS, the provisions set forth herein are intended to provide flexibility for emergency response while maintaining appropriate oversight and compliance with applicable law.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing “Whereas” clauses are hereby ratified and confirmed as

being true and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article VII, Division 1, Section 2-272 to retitle said section to "Purchase Orders, Competitive Bids and Exemption"; specifically amending Section 2-272(6) entitled "Exempt Purchases" to clarify that the determination of an emergency purchase is vested in the legislation judgment of the City Commission and shall state as follows:

Sec. 2-272. - Purchase orders, Competitive Bids and Exemptions.

The power to make purchases or contract for the furnishing of goods or services for and on behalf of the city is hereby authorized as follows:

- (1) *Authorization of procurement officers.*
 - a. The city manager is empowered as procurement officer for the city.
 - b. Other employees may be granted limited purchase authority upon written warrant of the city manager.
 - c. The finance director will act as procurement officer in the event of the absence of the city manager.
 - d. A majority of the city commission may appoint one (1) of the members of the commission to act as a procurement officer, in the event of the absences of the city manager and the finance director.
- (2) *Establishment of a purchase order system.*
 - a. All purchases made by the city shall have a purchase order number issued by the procurement officer, excluding minor purchases made from petty cash and those purchases declared exempt by this section.
 - b. Purchase orders shall contain the following: Name of the business or firm, description of the purchases, amount of purchase and signature of the authorized procurement officer or purchasing agent.
 - c. The finance director shall cause to be maintained a purchase order record and shall therein record all purchases made by the city.
- (3) *Purchase limitations.* No purchase exceeding ten thousand dollars (\$10,000.00) shall be made without the approval of the city commission.
- (4) *Competitive bids and exemptions.*
 - a. All purchases exceeding ten thousand dollars (\$10,000.00) shall be awarded after receiving bids. Local businesses shall be afforded equal opportunity to bid on every city purchase. The city manager, on a case by case basis, may determine that the type of purchase will require workers that are present and available in the local Pahokee workforce. The city manager may set a goal for the use of city residents.

- b. Purchase orders involving an obligation of the city for a sum in excess of ten thousand dollars (\$10,000.00) shall be signed by the city clerk, after award by the city commission upon invitations to bid, published once a week for two (2) successive weeks in a newspaper of general circulation in the city and approval by the city commission of the lowest responsible bidder. The published notice shall set forth the time and place that the sealed bids will be opened and shall either set forth the specifications or disclose where the specifications may be obtained.
 - c. Sole source items shall be exempt from competitive bids.
 - d. Items on the state or other governmental bid lists shall be exempt from competitive bidding.
 - e. Proprietary purchases may be exempt when the vendor will supply the item/service at prices equal to or less than the price quoted on state, federal, or other governmental bid lists.
- (5) *Professional services.* Contractors or agreements for the furnishing of professional services to the city, such as engineers, architects, accountants, attorneys, and other professional fees, shall be excluded from this section but shall be by contract approved and authorized, executed by the city commission from time to time in the manner required by law.
- (6) *Exempt purchases.*
- a. Exempt purchases not requiring the use of a purchase order or the express approval of the city commission, but which are included in the budget resolution are utilities, departmental salaries, salary increases, bonuses, insurance, intergovernmental transfers and court ordered payments.
 - b. Any time in any budget year the city commission may make emergency purchases to meet a pressing need for the protection of the public health, safety, or welfare, other than for regular or recurring requirements, upon signature of the city clerk, and approval of a majority of the city commission in session. Notwithstanding any other provision of this Code, the determination of whether a circumstance constitutes a pressing need for the protection of public health, safety, or welfare sufficient to authorize an emergency purchase under this section shall be solely within the discretion and legislative judgment of the City Commission. The City Commission's determination that an emergency exists and that an emergency purchase is necessary shall be final and conclusive. ~~Accordingly, the City Commission may make emergency~~

~~purchases to meet a pressing need for the protection of public health, safety, or welfare, other than for regular or recurring requirements, upon signature of the City Clerk and approval of a majority of the City Commission in session.~~

- c. Emergency purchases not exceeding fifteen thousand dollars (\$15,000.00) may be made by the city manager or the procurement officer to meet a pressing need for the protection of the public health, safety, or welfare of the community. The city commission shall ratify every emergency purchase as soon as it is reasonably possible.

(7) *Determination of lowest responsible bidder.* All purchases shall be made in such a manner as to invite free competition and to secure the best products, services and properties at the lowest responsible price practicable, taking into consideration all applicable facts. In determining "lowest responsible bidder," in addition to price, the city shall consider:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the supplies, or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance for the use of the subject of the contract;
- i. The number and scope of conditions attached to the bid;
- j. Whether the bidder has met the goal set by the city manager for use of local people under subsection (4)a of this section;
- k. Whether the bidder has a place of business within the Glades Area of Pahokee, Belle Glade, and South Bay (local bidder). The city commission may give preference to a

local bidder if and only if the local bidder's bid is within five (5) percent or five thousand dollars (\$5,000.00), whichever is less, of the lowest bid;

1. This subsection is void if the project is funded by a federal or state grant that requires low bid be based on cost only.

Section 6. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 7. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. Inclusion in Code.

It is the intention of the City Commission of the City of Pahokee that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Pahokee and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 9. Effective Date.

This Ordinance shall become effective immediately upon final passage and

adoption.

PASSED FIRST READING this 9th day of June 2026.

PASSED SECOND READING this ___ day of _____ 2026.

Keith W.Babb, Jr., Mayor

ATTESTED:

Nylene Clarke, CMC, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P. A.
City Attorney

Vote:

Mayor Babb	_____ (Yes)	_____ (No)
Vice-Mayor McDonald	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda L. Bryant, City Manager

FROM: Office of the City Clerk

SUBJECT: Cancellation of the July 28, 2026 City Commission Meeting

DATE: May 26, 2026

GENERAL SUMMARY/BACKGROUND:

By consensus at the May 26, 2026 City Commission Meeting, the City Commission requested that staff prepare a resolution for consideration regarding the cancellation of the July 28, 2026 City Commission Meeting in order to provide for a summer recess.

Pursuant to Section 2.08(a) of the City of Pahokee Charter, the City Commission is required to meet regularly at least once per month at such times and places as prescribed by rule. Cancellation of the July 28, 2026 meeting would not affect the City’s compliance with the Charter requirement, as regular meetings will continue to be held during the month of July and throughout the calendar year.

The proposed resolution formally approves cancellation of the July 28, 2026 City Commission Meeting and provides for an effective date upon adoption.

BUDGET IMPACT:

There is no significant fiscal impact associated with this item. Cancellation of the meeting may result in minor administrative and operational cost savings.

LEGAL NOTE:

This item has been reviewed for legal sufficiency. Any additional legal guidance will be deferred to the City Attorney as necessary.

STAFF RECOMMENDATION:

Staff recommends approval of the item.

ATTACHMENTS:

Resolution 2026-25

RESOLUTION 2026-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE CANCELLATION OF THE JULY 28, 2026 CITY COMMISSION MEETING IN ORDER TO PROVIDE FOR A SUMMER RECESS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2.08(a) of the City of Pahokee’s Charter, “the City Commission shall meet regularly at least once a month at such time and places as the commission may prescribe by rule;” and

WHEREAS, the City Commission desires to cancel the July 28, 2026 City Commission meeting in order to provide for a summer recess; and

WHEREAS, the City Commission finds that cancelling the July 28, 2026 City Commission Meeting is in the best interest of the City of Pahokee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby true and correct and incorporated by reference.

Section 2. Approval. The City Commission hereby cancels the July 28, 2026 City Commission Meeting to provide for a summer recess.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 9th day June, 2026.

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor McDonald	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda L. Bryant, City Manager

FROM: Offices of the City Manager and City Clerk

SUBJECT: Approval of \$5,000 Contribution to LORE for Regional Feasibility and Marketability Study

DATE: June 1, 2026

GENERAL SUMMARY/BACKGROUND:

The Lake Okeechobee Regional Economic Alliance of Palm Beach County (LORE) is coordinating a regional initiative with participating municipalities and partners to retain a professional consulting firm to conduct a feasibility and marketability study. The proposed study is intended to evaluate economic development opportunities within the Glades region, including hospitality development such as hotels and restaurants, and to support regional tourism and business recruitment efforts.

At the May 26, 2026 City Commission meeting, the City Commission received a presentation from representatives of LORE regarding the proposed study. Following discussion, the City Commission unanimously voted to place consideration of a \$5,000 contribution to LORE on the June 9, 2026 agenda for formal action.

BUDGET IMPACT:

There is a \$5000 fiscal impact associated with this item. Funding will be allocated from the City Commission’s budget account 1.511000.489 (Contributions & Sponsorships). No additional nor recurring costs are associated with this item.

LEGAL NOTE:

This item has been reviewed for legal sufficiency. Any additional legal guidance will be deferred to the City Attorney as necessary.

STAFF RECOMMENDATION:

Staff recommends approval of the item.

ATTACHMENTS:

Resolution 2026-26

RESOLUTION 2026-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A CONTRIBUTION IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000) TO THE LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANCE OF PALM BEACH COUNTY (LORE) FOR A REGIONAL FEASIBILITY AND MARKETABILITY STUDY; AUTHORIZING EXPENDITURE FROM ACCOUNT 1.511000.489 (CONTRIBUTIONS & SPONSORSHIPS); AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY BUDGETARY ACTIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee, Florida, received a presentation on May 26, 2026 from representatives of the Lake Okeechobee Regional Economic Alliance of Palm Beach County (LORE) regarding a proposed regional feasibility and marketability study; and

WHEREAS, the study is intended to evaluate hospitality, tourism, and economic development opportunities within the Glades region; and

WHEREAS, the City Commission recognizes the importance of coordinated regional efforts to promote economic growth and investment; and

WHEREAS, on May 26, 2026, the City Commission unanimously directed that consideration of a \$5,000 contribution be placed on the June 9, 2026 agenda for formal action; and

WHEREAS, the City Commission desires to support the completion of the feasibility and marketability study in coordination with regional partners.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization. The City Commission of the City of Pahokee, Florida hereby approves a contribution in the amount of Five Thousand Dollars (\$5,000) to the Lake Okeechobee Regional Economic Alliance of Palm Beach County (LORE) for participation in and support of the regional feasibility and marketability study. The expenditure shall be funded from Account 1.511000.489

(Contributions & Sponsorships) within the City Commission budget. The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 9th day of June, 2026.

Keith W. Babb, Jr., Mayor

ATTESTED:

Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor McDonald	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda L. Bryant, City Manager

FROM: Office of the City Manager

SUBJECT: QUAD CITY SENIOR PROM SPONSORSHIP

DATE: 06/09/2026

GENERAL SUMMARY/BACKGROUND:

1. The 2026 Quad City Senior Citizens Prom is a regional event organized by Healthier Glades to honor and celebrate senior citizens across the Glades area.
2. The event provides opportunities for fellowship, entertainment, dining, and social engagement for senior residents, supporting community wellness and quality of life.
3. Organizers have requested a contribution of \$1,050, from each of the four participating cities.

BUDGET IMPACT:

The City of Pahokee’s financial obligation would be \$1050, to be allocated from the appropriate budget line item.

LEGAL NOTE:

This item has been reviewed for legal sufficiency. Any additional legal guidance will be deferred to the City Attorney as necessary.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2026-27, authorizing City participation in the 2026 Quad City Senior Citizens Prom and a financial contribution of \$1,050 to help offset event expenses.

ATTACHMENTS:

Resolution 2026-27

RESOLUTION NO. 2026-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND SUPPORTING THE 2026 QUAD CITY SENIOR CITIZENS PROM; AUTHORIZING A FINANCIAL CONTRIBUTION IN THE AMOUNT OF ONE THOUSAND FIFTY DOLLARS (\$1,050.00) FROM THE CITY COMMISSION BUDGET FOR ACTIVITIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2026 Quad City Senior Citizens Prom is a regional event organized by Healthier Glades to honor and celebrate senior citizens of Belle Glade, Pahokee, Clewiston, and South Bay; and

WHEREAS, the event provides fellowship, entertainment, dining, and social engagement opportunities for senior residents; and

WHEREAS, the City Commission recognizes the public purpose served by supporting programs that enhance the quality of life for senior citizens; and

WHEREAS, the organizers have requested a total contribution of One Thousand Fifty Dollars (\$1,050.00) from the City of Pahokee; and

WHEREAS, the City Commission finds that participation in this event serves a valid public purpose.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Approval and Authorization. The City Commission hereby approves participation with the 2026 Quad City Senior Citizens Prom and authorizes the City Manager to make a contribution of One Thousand Fifty Dollars (\$1,050.00) from the City Commission budget for activities. Funds are authorized for event-related expenses, including venue, insurance, and program costs.

Section 3. Conflict. All resolutions in conflict herewith are hereby and expressly repealed.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 9th day of June 2026.

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor McDonald	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)

EXHIBIT "A"
QUAD CITY SUPPORT REQUEST LETTER
(ATTACHED)



Healthier Glades

Unlocking Our Community Strengths

May 19, 2026

Dear Mayor/City Commission,

On behalf of the organizers of the 2026 Quad City Senior Citizens Prom, we respectfully request financial support in the amount of \$1,050, to be contributed equally among the Cities of Belle Glade, Pahokee, Clewiston, and South Bay.

The Senior Citizens Prom is a special community event designed to honor and celebrate our senior residents by providing an evening of fellowship, entertainment, dining, and joy. This event creates meaningful opportunities for social engagement and recognizes the contributions our seniors have made to the Glades communities throughout the years.

The requested funds will be used to help cover essential event-related expenses, including:

- Securing the event venue/building
- Event insurance
- Miscellaneous operational and program expenses associated with hosting the event

We appreciate your continued commitment to supporting programs that enhance the quality of life for seniors in our communities. Your contribution will help ensure that this memorable event is successful and accessible to the seniors we proudly serve.

Please make checks payable to:

Federation of Families

101 NW 1st Ave

South Bay, FL 33493

Thank you for your consideration and support of the 2026 Quad City Senior Citizens Prom. Should you need any additional information, please feel free to contact us.

Sincerely,

Antoinita Ifill

Antoinita Ifill, Project Director
Healthier Glades



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda L. Bryant, City Manager

FROM: Office of the City Manager

SUBJECT: Terminix Termite Treatment Agreement for City Hall

DATE: 06/09/2026

GENERAL SUMMARY/BACKGROUND:

1. The City has identified the need for termite treatment services at City Hall to prevent termite infestation and protect the facility from structural damage.
2. City staff received a proposal for termite treatment services in the amount of \$3,700.00.
3. Approval of the agreement will allow the City to proceed with necessary preventative maintenance for City Hall.

BUDGET IMPACT:

The total cost of the termite treatment services is \$3,700.00 and will be paid from the appropriate maintenance budget account.

LEGAL NOTE:

This item has been reviewed for legal sufficiency. Any additional legal guidance will be deferred to the City Attorney as necessary.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2026-28 approving the termite treatment agreement for City Hall in the amount of \$3,700.00 and authorizing the City Manager to execute the agreement.

ATTACHMENTS:

Resolution 2026-28

RESOLUTION NO. 2026-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A TERMITE TREATMENT AGREEMENT FOR CITY HALL, AS SET FORTH HERETO IN EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee ("City") has identified the need for termite treatment services at City Hall to protect the facility from termite infestation and structural damage; and

WHEREAS, the City has received a proposal for termite treatment services in the amount of Three Thousand Seven Hundred Dollars (\$3,700.00); and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") deems it to be in the best interests of the City to approve the termite treatment agreement for City Hall and authorize the City Manager to execute the agreement and take all necessary actions related thereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Approval and Authorization. The City Commission of the City of Pahokee hereby approves the termite treatment agreement for City Hall in the amount of \$3,700.00, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient actions to effectuate the intent of this Resolution.

Section 3. Conflict. All resolutions in conflict herewith are hereby and expressly repealed.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 9th day of June, 2026.

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor McDonald	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)

EXHIBIT "A"

TERMITE TREATMENT AGREEMENT FOR CITY HALL

(ATTACHED)



PALM BEACH
 563 N CLEARY RD
 WEST PALM BEACH, FL 33413
 5612422179

Contract #: 124999-051926183209-8858
 Inspection Date: 05/19/2026
 Inspector: SODANO, ENZO L

Section 1, Item 4.

Homeowner Name: CITY OF PAHOKEE
 Address: 207 BEGONIA DR
 City State: PAHOKEE, FL, 33476
 Zip:
 Home Phone: 5619245534
 Work Phone:

Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

EXTERIOR INSPECTION					
PROPERTY DETAILS					
Linear Feet:	<u>300</u>	Built Pre 1985:	<input type="checkbox"/>	Primary Use:	<u>Other</u>
# of Stories:	<u>1</u>	Roof Type:	<u>Shingle Roof</u>	Foundation Type:	<u>Concrete</u>
Construction Type:	<u>Inaccessible Crawlpace</u>	Siding:	<u>Stucco</u>	Industry Type:	<u>Other</u>
Square Footage:	<u>2990</u>	Lot Size:	<u>0.22</u>	# of Gas Meters:	<u>1</u>
Cubic Feet:	<u>30</u>	Eave Height:	<u>8</u>	Peak Height:	<u>15</u>
PROPERTY HAS A:					
Cistern:	<input type="checkbox"/>	French Drain:	<input type="checkbox"/>	Well:	<input type="checkbox"/>
Visible Pond, Lake, Stream, or Waterway:	<input type="checkbox"/>	Sprinkler System Present:	<input checked="" type="checkbox"/>		
Exterior Slab (False Porch) Over Basement Area:	<input type="checkbox"/>	Gas Meter Have 3' Clearance:	<input checked="" type="checkbox"/>		
CONDUCTIVE CONDITIONS					
Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>		
Damage Found?	<input type="checkbox"/>	Trees/shrubs on or against home?	<input type="checkbox"/>		
Conditions on or around foundation conducive to termite attack?	<input checked="" type="checkbox"/>	Foundation slab/wall visible?	<input type="checkbox"/>		
Conditions allowing water to collect around structure?	<input type="checkbox"/>	Openings large enough for pest/rodent/wildlife entry?	<input type="checkbox"/>		
Gutters and downspouts clear of debris and standing water?	<input type="checkbox"/>	Siding Less Than 6" From Grade:	<input type="checkbox"/>		
Styrofoam Insulation or "DRI-VIT" Below Grade?	<input type="checkbox"/>	Wood embedded in concrete?	<input type="checkbox"/>		
Breeding Sites:	None				



PALM BEACH
 563 N CLEARY RD
 WEST PALM BEACH, FL 33413
 5612422179

Contract #: 124999-051926183209-8858
 Inspection Date: 05/19/2026
 Inspector: SODANO, ENZO L

Section I, Item 4.

INTERIOR INSPECTION

PROPERTY DETAILS

Sump Pump:	<input type="checkbox"/>	A/C - Heat Ducts in or Below Slab:	<input type="checkbox"/>
Plenum A/C - Heat System:	<input type="checkbox"/>	Radiant Heat:	<input type="checkbox"/>

CONDUCTIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>
Damage Found?	<input type="checkbox"/>	Obvious Signs Of Leaks?	<input type="checkbox"/>
Musky Odors?	<input type="checkbox"/>	Bath Traps Installed Where Applicable?	<input type="checkbox"/>
Wall Separation/Cracks?	<input type="checkbox"/>	Sagging Or Bouncing Floors?	<input type="checkbox"/>

ATTIC

Number Of Attics: 1 Attic Access Location: Inside - Hatch

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?

Adequate Ventilation?	Adequate Insulation R-Value?	Obvious Signs Of Leaks?
Attic Vents Screened?	Asbestos Present?	

CRAWL SPACE

Number Of Crawl Spaces: _____ Crawl Space Access Location: None

Height Of Crawl Space: _____ High Point Of Crawl Space: _____ Low Point Of Crawl Space: _____

Distance Between Joists: _____ Depth Of Joists: _____ # of electrical connections: _____

Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests?

Wood debris, stored material or structure/ground contact?

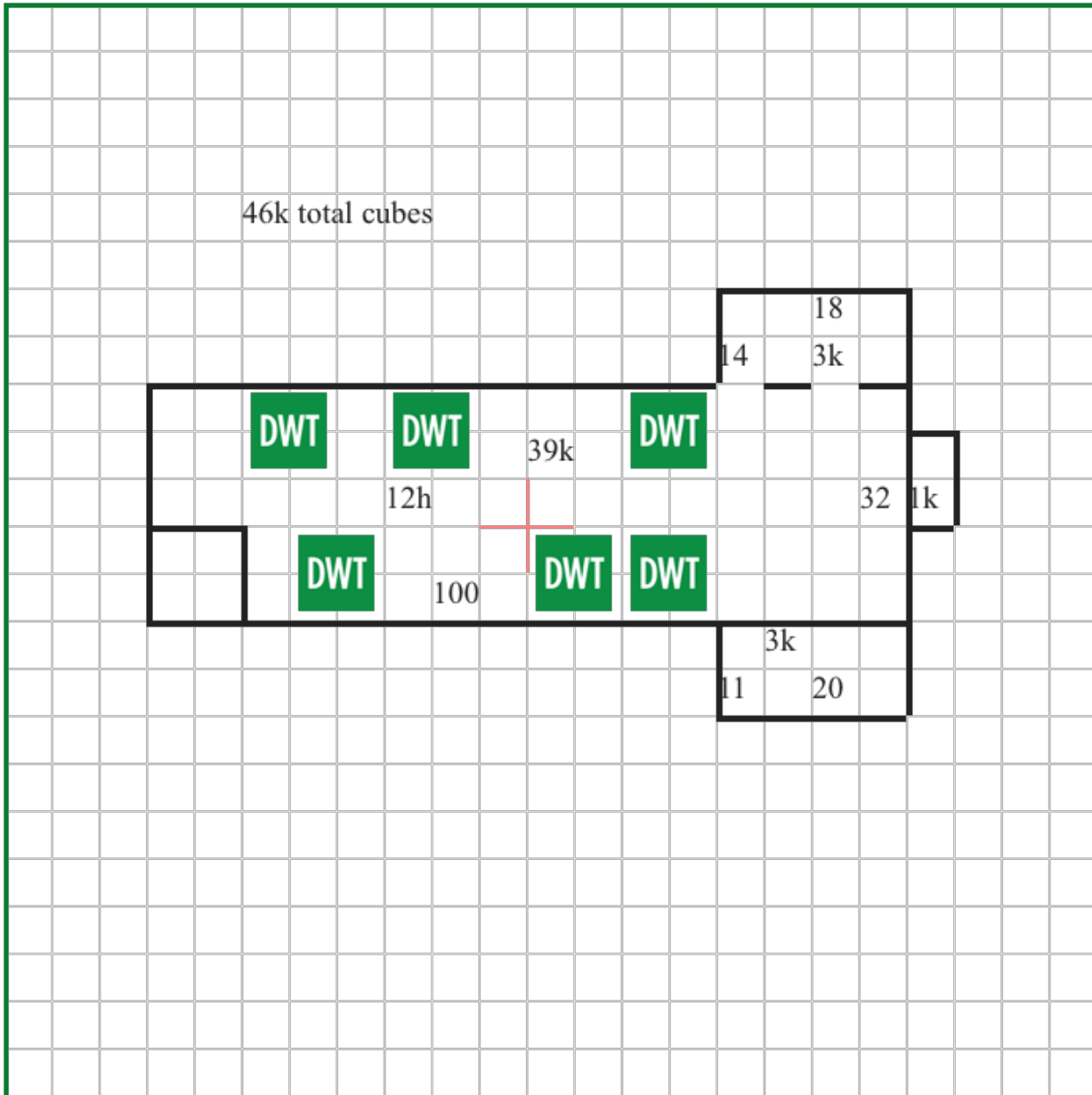
Excessive Moisture?	Visible Plumbing Leaks?	Cracked foundation walls/supports?
Sagging Or Cracked Floor Joists?	Wood-Earth Contact?	Wood Debris In Crawl Space?
Inadequate Ventilation In Crawl Space?	Wood Embedded In Concrete?	Entire Crawl Space Accessible?

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

No visible damage on structure	Date:	05/19/2026
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TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

	Date:	
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Scale 1:










































This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph.

FLOOR PLAN LEGEND

PROPERTY ELEMENTS

	Exterior Gas Grill		Water Shut-Off		Sprinkler Shut-Off		Gas Meter
	Air Conditioner		Cistern		Exterior Slab Over Basement Area		Inaccessible Area(s)
	Sump Pump		Visible Waterway				

KEY TO EVIDENCE

	Access Holes Allowing Pest Entry		Ant Activity		Bed Bug Activity		Bird Activity
	Carpenter Ants		Cellulose Debris		Dampwood Termites		Drywood Termites
	Earth Contact		Existing Damage		Excessive Moisture		Fungus
	Faulty Grade		Flies		Formosan Termites		Gnaw Marks/Debris (Rodent)
	Large Gaps		Mice		Mosquitoes		Missing Screens/Vent Covers
	Possible Hidden Damage		Powder Post Beetles		Powder Post Beetle Damage		Rigid Board / Foam Insulation At Or Below Grade
	Roaches		Rigid Board / Foam Insulation at or Below Grade		Rodents		Rodent Waste (Droppings)
	Rodent Droppings		Rodent Tunneling In Insulation		Rodent Tunneling Under Slab Or Concrete Pad		Rub Marks (Rodent)
	Siding Less Than 6" From Grade		Spiders		Styrofoam Insulation Or DRI-Vit Below Grade		Subterranean Termites
	Termite Damage		Active Termites		Wood Boring Beetles		Wood Debris In Crawlspace
	Wood Embedded In Concrete						

FLOOR PLAN LEGEND

MOSQUITO REPELLENT SYSTEM



10 ft. Cable



24 ft. Cable



Controller



Deck Mount



Ground Stake



Hardscape Base



Repeller

FLOOR PLAN LEGEND

GENERAL TREATMENT SPECIFICATIONS

117	Trench or trench/rod soil adjacent to exterior foundation walls	117A	Vertically drill exterior attached slabs and treat soil beneath along point of attachment
118	Excavate soil beneath dirt-filled porch slab at point(s) of attachment to the structure and treat soil beneath	120	Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point(s) of attachment to the structure
121A	Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the point(s) of attachment to the structure		
121B	Drill through each side of the dirt-filled porch foundation wall per product label specifications and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the entire inside perimeter of the DFP		
121C	Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodging adjacent to the entire inside perimeter of the DFP		
128	Trench, remove, and treat soil by the Backfill Method (see label)	129	Drill and treat voids of a double brick foundation wall per product label specifications
130	Drill and treat voids of a stone foundation wall per product label specifications	131	Drill and treat voids of a triple brick foundation wall per product label specifications
132	Drill and treat voids of a hollow block foundation wall per product label specifications	133	Drill and treat voids of a brick veneer foundation wall per product label specifications
134	Drill and treat all voids of a chimney per product label specifications	138	Drill and treat a subterranean termite infested wooden sill or plate
140	Drill and treat a subterranean termite infested wooden joist/s	145	Drill into voids of termite infested wood and inject product into inaccessible voids ,termite galleries and nests
146	Make small openings into termite shelter tubes and inject product inside	147	Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths
160	Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply		
501	Install In-ground Monitoring Station		

NON-CHEMICAL TREATMENT SPECIFICATIONS

101	Provide at least 14" clearance between wood and soil in the crawl space	102	Install access to ceiling of basement for inspection and/or treatment
104	Install door/s to provide access for treating soil adjacent to plumbing	105	Install crawl space access door
106	Install Automatic Vents	109	Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space
109A	Remove form boards	110	Scrape off termite tunnels
111	Set wooden supports on concrete pads to properly insulate wood to soil contact	135	Cut off stucco at least 3" above grade and remove stucco below grade
149	Remove wood to ground contacts	152	Break ground contact on step stringers
161	Prepare floor surface for drilling	205	Install a vapor barrier over the soil of a crawl space
206	Install floor supports to provide additional support		



FLOOR PLAN LEGEND

BASEMENT TREATMENT SPECIFICATIONS

122	Vertically drill basement concrete slab floor and treat the soil beneath	144	Drill and treat basement door frames
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CRAWL SPACE TREATMENT SPECIFICATIONS

114	Trench or trench/rod soil adjacent to the inside of the foundation walls of a crawl space	115	Trench or trench and rod soil adjacent to the piers of a crawl space
116	Trench or trench and rod soil adjacent to soil pipes of a crawl space	119	Trench or trench and rod soil adjacent to a chimney of a crawl space

EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

900	Trap - Wildlife	901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic	903	Install Plumbing Vent Cap - Roof
904	Screen Gable Vent	905	Screen Foundation Vent
906	Screen Soffit Vent	907	Repair Roof Return
908	Seal Pipe Penetration	909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage	911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall	913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof	915	Install Chimney Cap

PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

171	Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes	172	Vertical treatment zone - trench or trench/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft)
173	Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab	174	Vertical treatment zone - upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching/rodding the soil adjacent to the exterior foundation wall

SLAB TREATMENT SPECIFICATIONS

122A	Drill the slab per product label specifications along the expansion joint where two slabs meet and treat soil underneath	123	Treat soil adjacent to plumbing penetrations
123A	Drill the slab along one side of the partition wall per product label specifications and treat the soil beneath	123AA	Drill the slab along both sides of a load-bearing wall per product label specifications and treat the soil beneath
124	Drill through the exterior foundation wall immediately below the slab per product label specifications and treat the soil beneath by short-rodding from the outside	126	Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab



DRYWOOD TERMITE SERVICE PLAN

THIS AGREEMENT PROVIDES FOR THE ARRANGEMENT OF TREATMENT OF A STRUCTURE FOR DRYWOOD TERMITES (KALOTERMES SPP., INCISITERMES SPP., CRYPTOTERMES SPP.) BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY SUCH DRYWOOD TERMITES.
PLEASE READ THIS ENTIRE DOCUMENT, INCLUDING THE "TERMS AND CONDITIONS," BEFORE SIGNING.

Customer CITY OF PAHOKEE Main Phone 5619245534 ALT Phone _____
 Customer Mailing Address _____
 Property Address 207 BEGONIA DR, PAHOKEE, FL 33476
 Description of Structure(s) Covered House Email accountspayable@cityofpahokey.com

SERVICE / PAYMENT TERMS		
INITIAL CHARGES* (Initial Inspection and Initial Term Fee).....	\$	3700.00
ANNUAL RENEWAL CHARGE*.....	\$	463.05
OWNERSHIP TRANSFER FEE*.....	\$	650.00
BILLING FREQUENCY.....		Annual

*Excludes tax (if applicable)
 In addition to service fees and applicable taxes, Terminix invoices contain an Environmental and Safety surcharge. This surcharge accounts for ongoing costs of maintaining environmental, health, and safety initiatives for Terminix employees and customers. Surcharge is subject to change.

THE TREATMENT IS ONLY FOR THE CONTROL OF THE STRUCTURE(S) AS IDENTIFIED ON THE INSPECTION GRAPH(S) FROM DRYWOOD TERMITES (KALOTERMES SPP., INCISITERMES SPP., CRYPTOTERMES SPP.) (COLLECTIVELY "DRYWOOD TERMITES") INFESTATIONS. THE TREATMENT DOES NOT CONTROL FROM SUBTERRANEAN (IN-GROUND) TERMITES (RETICULITERMES SPP., HETEROETERMES SPP.), ASIAN TERMITES (COPTOTERMES GESTROI SPP.) AND FORMOSAN TERMITES (COPTOTERMES SPP.) INFESTATIONS OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, DAMPWOOD TERMITES, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI.

TERMINIX MAY ARRANGE FOR THE PERFORMANCE OF THE WORK TO ANOTHER LICENSED COMPANY. TERMINIX SHALL NOTIFY YOU, THE CUSTOMER, IF THE WORK SHALL BE PERFORMED BY AN ENTITY OTHER THAN TERMINIX. IN THE EVENT THAT THE WORK IS TO BE PERFORMED BY A SEPARATE ENTITY, YOU, THE CUSTOMER, CONSENT AND AGREE TO THE WORK BEING PERFORMED BY SUCH ENTITY.
CUSTOMER SIGNATURE

- For All Residents:**
- As required, Terminix has provided the Customer with a copy of any federal, state or locally required documents regarding the treatment for the above-named property.
- For California Residents:**
- Terminix has provided to Customer for review and execution the *Wood Destroying Pests and Organisms Inspection Report* as required by Cal. Bus. & Prof. Code §8516, which, along with the Inspection Graph referenced on Page 2 and any service records provided to Customer, is a part of this Agreement and is incorporated by reference herein.
 - Customer will be or has been provided with the *Notice to Owner/Tenant* as required by Cal. Bus. & Prof. Code §8538.
 - Customer will be or has been provided with the *Occupants Fumigation Notice and Pesticide Disclosure Statement* as required by Cal. Code of Regulations, Title 16, Article 4, §1970.4.
 - Customer will be or has been provided with the following Notices: (a) *Preparation by Owner or Occupant Prior to Fumigation Notice* and (b) *Fumigation Services Notice*.
- For Florida Residents:**
- A treatment sticker will be placed on the electrical box by the service provider upon job completion.

CUSTOMER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS IN SECTIONS 19 AND 20 OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. CUSTOMER AGREES THAT THE INSPECTION GRAPH AND THE WOOD DESTROYING ORGANISM APPLICATION RECORD PROVIDED TO CUSTOMER CONSTITUTES PART OF THIS AGREEMENT AND IS FULLY INCORPORATED BY REFERENCE.

Customer's Company Name: CITY OF PAHOKEE Customer's Authorized Representative (signature) _____ Date: _____

Terminix Representative Name: SODANO, ENZO L. Terminix Representative (Signature): _____ Date: _____

Terminix Branch Phone: 5612422179 Terminix Branch Charter No.: _____

Terminix Branch Address: 563 N CLEARY RD, WEST PALM BEACH, FL 33413

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869).

TERMS AND CONDITIONS

Section 1, Item 4.

1. CALIFORNIA-ONLY CONSUMER INFORMATION:

- (a) **CAL. BUS. & PROF. CODE 58516 REQUIREMENT.** Terminix shall conduct a full inspection of the Structures for wood destroying pests and organisms and provide a written report to Customer within ten (10) business days of the date of the inspection and prior to commencing the provision of any services under this Agreement in accordance with Cal. Bus. & Prof. Code 58516.
- (b) **NOTICE OF WORK COMPLETED AND NOT COMPLETED.** Within ten (10) business days of the date of the completion of the initial fumigation service, Terminix will file with the California Structural Pest Control Board and furnish to Customer a copy of the written Notice of Work Completed and Not Completed in accordance with Cal. Bus. & Prof. Code 58518 and Title 16, Article 4, §1996.2 of the California Code of Regulations respectively.
2. **GENERAL DESCRIPTION.** By executing this Drywood Termite Plan (hereinafter the "Agreement"), Customer and Terminix agree that: a) Terminix shall procure on Customer's behalf the Services (as defined below) at the Structures identified on page 1 of this Agreement and b) Customer shall pay Terminix the Fees stated on the face of this Agreement in exchange for the procurement of such Services.
3. **INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the effective date and shall continue for one year (the "Initial Term"), unless terminated earlier as set forth herein. For four (4) years following the Initial Term, Customer has the right to extend the Initial Term for additional one-year periods (each a "Renewal Term") by paying the renewal fee before the expiration of the Initial Term or any Renewal Term. At the end of that four-year period, this Agreement ends and may not be renewed. The Renewal Term Fee shall remain fixed for the first Renewal Term. However, Terminix has the right to modify the Renewal Term Fee applicable to any Renewal Term following the first Renewal Term upon thirty (30) days' prior written notice to Customer.
4. **FEES.** Customer shall pay the fees for the Initial Term and any prepaid Renewal Term based upon the Payment Option selected by Customer. Customer shall pay the fees for any subsequent Renewal Term in the form of check, credit card, money order or any other payment form acceptable to Terminix.
5. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Customer, is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages identified on the Inspection Graph. In addition, hidden damage or infestation may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc., to search for hidden damage or infestation was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises depicted in the Inspection Graph represents the entirety of the damage or infestation which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any damages to the Structures including, without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of the Inspection Graph. If X (circled or not) appears on the Inspection Graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.
6. **PLAN SERVICES.** Customer and Terminix agree that the Services shall consist exclusively of the following (hereinafter collectively the "Services"): Customer authorizes Terminix on Customer's behalf to (a) Arrange for the Services to be performed by a third party (the "Provider"), as applicable; (b) When necessary, issue a work order to the Provider to perform Services at Customer's Structures to control for and/or mitigate against infestation of Drywood termites; (c) Pay the Provider upon completion of the Services and after acknowledgment by the Customer that the Services have been satisfactorily completed; and (d) Conduct a full inspection of the Structures annually or at any time upon the request of Customer for drywood termite activity.
7. **LICENSES, PERMITS, SAFETY RULES AND OTHER LAWS.** Each Provider shall be properly licensed, permitted and credentialed, as required by applicable laws and regulations. The Provider shall be solely responsible to Customer for obtaining any and all licenses which are legally required to perform the Services. The Provider shall also be solely responsible to Customer for the Services being performed in compliance with all applicable safety rules, pest control regulations and other laws and regulations.
8. **LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES.** The sole obligation of Terminix during the Initial Term or any Renewal Term, as applicable, of this Agreement is as follows: (a) Perform the Services at the Structures identified above; (b) Provide additional Services at no additional charge to Purchaser, as deemed necessary by Terminix, to provide ongoing prevention, control and/or elimination of Drywood Termite colonies; and (c) Conduct a full inspection of the Structures annually or at any time upon the request of Purchaser for termite activity. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY DRYWOOD TERMITES REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE DATE OF ANY TREATMENT. All corrections of infestations covered by this Agreement shall be completed within 6 months of discovery, unless otherwise agreed to in writing by the parties.
9. **NOTICE OF CLAIMS; TIMING.** Any claim made by Customer for Terminix to repair any Covered Damage must be made in writing to Terminix during the Initial Term, any Renewal Term or within the one (1) year following the expiration or termination of this Agreement ("Claim Period"). Customer's failure to provide such written notice of a claim within the Claim Period shall constitute an intentional waiver of any such claim.
10. **CUSTOMER RESPONSIBILITIES.** Customer agrees to pay Terminix according to these Terms and Conditions. Customer agrees to provide Provider with access to work areas of the Structures during working hours. The failure to allow Terminix and/or Provider such access will allow Terminix to terminate this Agreement without further notice. Customer agrees that if Customer or anyone Customer controls interferes with or delays performance of the Services, Customer may be subject to additional fees.
11. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY DRYWOOD TERMITES, OTHER THAN AS SPECIFICALLY STATED HEREIN. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING THE SERVICES DELIVERED BY PROVIDER. TERMINIX DOES WARRANT THAT THE SERVICES DELIVERED BY PROVIDER WILL BE PERFORMED BY PROVIDER IN A GOOD AND WORKMANLIKE MANNER. TERMINIX'S WARRANTY THAT THE SERVICES WILL BE PERFORMED BY THE PROVIDER IN A GOOD AND WORKMANLIKE MANNER DOES NOT COVER, AND TERMINIX WILL NOT BE RESPONSIBLE FOR, ANY DEFECT IN SUCH SERVICES DUE TO ANY DEFECT, WEAKNESS OR DANGEROUS CONDITION IN THE STRUCTURES, OR OTHER PRE-EXISTING PHYSICAL OR ENVIRONMENTAL HAZARD. TERMINIX'S WARRANTY FOR PROVIDER'S SERVICES SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TERMINIX'S PROCUREMENT OF THE SERVICES ARE PROVIDED "AS IS," EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, TERMINIX AND ITS AFFILIATES (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND,

WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE SERVICE DELIVERED BY PROVIDER OR ANY OTHER THIRD PARTY. ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES WILL BE ERROR FREE OR FREE OF HARMFUL COMPONENTS.

12. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structure(s), Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Renewal Term Fee upon transfer of ownership. Terminix reserves the right to deny transfer to the new owner in its sole discretion. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.
13. **FORCE MAJEURE.** Terminix shall not be liable to Customer for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage. Additionally, Terminix shall not be liable to Customer and this Agreement shall be automatically terminated in the event the Structure(s) are destroyed or substantially damaged due to an event beyond Terminix's reasonable control including, but not limited to, acts of God, fires, storms, hurricanes, floods or earthquakes.
14. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be responsible for, damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms, except as specifically provided herein in this Agreement; (b) moisture conditions including, but not limited to, fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems including, but not limited to, wood-to-ground contacts; (e) termites entering any rigid foam, wooden or cellulose-containing components in contact with the earth and the Structures, regardless of whether the component is a part of the Structures; and (f) the failure of Customer to properly cure at Customer's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation.
15. **CHANGE IN LAW.** In the event of a change in existing law as it pertains to the Services herein, Terminix reserves the right to revise the Renewal Term Fee or terminate this Agreement.
16. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Customer, Terminix has the right to terminate this Agreement without notice. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Customer, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
17. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Customer in advance of any such change, and Customer may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
18. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
19. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.
20. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
21. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 19 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act and Federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
22. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties.
23. **Notice for California Consumers:** In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at www.terminix.com/privacy.



Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Initial Term	Tent Defend System		\$3700.00	\$0.00	\$0.00	\$3700.00
Grand Total:						\$3700

Product	Merchandise	Quantity
---------	-------------	----------

Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process this one-time payment without further signature or authorization from me.

\$

Payment Authorization

Purchaser Name: CITY OF PAHOKEE **Purchaser (Signature):** _____ **Date:** _____

AUTOPAY: Purchaser authorizes Terminix and affiliates including SMAC to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

Autopay Authorization

Purchaser Name: CITY OF PAHOKEE **Purchaser (Signature):** _____ **Date:** _____

SMAC Authorization

Purchaser Name: CITY OF PAHOKEE **Purchaser (Signature):** _____ **Date:** _____

American Fumigation Services, LLC d/b/a P.E.S.T.

FLORIDA CUSTOMER AGREEMENT FOR STRUCTURAL FUMIGATION -COMMERCIAL-

THIS AGREEMENT IS FOR P.E.S.T. OR A CONTRACTOR SELECTED BY P.E.S.T. TO PROVIDE FUMIGATION TREATMENT OF A STRUCTURE CURRENTLY UNDER CONTRACT WITH RENTOKIL NORTH AMERICA, INC. DBA TERMINIX TO CONTROL DRYWOOD TERMITES (KALOTERMES SPP. INCISITERMES SPP., CRYPTOTERMES SPP.) OR OTHER TARGET PESTS AS PER THE APPLICABLE PRODUCT LABEL. THE SERVICES BEING PERFORMED BY THE PEST ARE BEING PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF YOUR CONTRACT WITH TERMINIX.

Customer CITY OF PAHOKEE Main Phone 5619245534 ALT Phone
Customer Mailing Address
Property Address 207 BEGONIA DR, PAHOKEE,FL 33476
Description of Structure(s) Covered Email accountspayable@cityofpahokey.com

THE FUMIGATION SERVICES IDENTIFIED HEREIN MAY BE PERFORMED BY P.E.S.T., OR MAY BE PERFORMED BY ANOTHER CONTRACTOR SELECTED BY P.E.S.T.

PEST IS NOT RESPONSIBLE FOR WOOD DESTROYING ORGANISM DAMAGE OR DAMAGE RESULTING FROM FUMIGATION TREATMENT. CUSTOMER UNDERSTANDS THAT FUMIGATION OF THE STRUCTURE DOES NOT GUARANTEE THAT ALL TARGET PESTS WILL BE EXTERMINATED OR THAT ALL TARGET PESTS WILL NOT RETURN. CUSTOMER ACKNOWLEDGES THAT WOOD DESTROYING ORGANISM INFESTATION AND DAMAGE MAY BE PRESENT, OR MAY OCCUR IN THE FUTURE AND IN EXCHANGE FOR THE SERVICES PROVIDED BY P.E.S.T. WAIVES ANY CLAIM OR LIABILITY AS TO P.E.S.T. FOR THE SAME. CUSTOMER ACKNOWLEDGES THAT THE PROCESS OF FUMIGATION MAY RESULT IN DAMAGE TO THE STRUCTURE AND/OR ITS CONTENTS, INCLUDING LANDSCAPING NEAR THE STRUCTURE AND HEREBY ASSUMES ALL RISK THEREOF AND WAIVES ANY CLAIM FOR THE SAME AS TO P.E.S.T. CUSTOMER ACKNOWLEDGES THAT IT IS POSSIBLE THAT ILLEGAL ENTRY BY THIRD PARTIES MAY OCCUR DURING THE PROCESS OF FUMIGATION AND THAT CUSTOMER ASSUMES THE RISK THEREOF AND ASSUMES RESPONSIBILITY FOR THE REMOVAL OR SAFEGUARDING OF THE STRUCTURE AND VALUABLES THEREIN. CUSTOMER ACKNOWLEDGES THAT P.E.S.T. DOES NOT PROVIDE SECURITY AGAINST ILLEGAL ENTRY BY THIRD PARTIES AND WAIVES ANY CLAIM AGAINST P.E.S.T. AS A RESULT THEREOF.

CONSIDERATION FOR SERVICES PERFORMED BY P.E.S.T. AS DEFINED BY THIS AGREEMENT HAS BEEN SATISFIED BY TERMINIX AND CUSTOMER'S ACCEPTANCE OF SERVICES FROM P.E.S.T. THERE IS NO SEPARATE AMOUNT OWED BY CUSTOMER TO P.E.S.T. FOR THE SERVICES DEFINED BY THIS AGREEMENT. P.E.S.T. IS NOT RESPONSIBLE FOR COLLECTION OF ANY AMOUNT OWED TO TERMINIX BY CUSTOMER.

CUSTOMER WILL COOPERATE WITH P.E.S.T. WITH RESPECT TO THE EXECUTION OF ANY ADDITIONAL NOTICES AND ALL PREPARATION AND SAFETY DIRECTIVES REASONABLY NECESSARY FOR P.E.S.T. TO SAFELY PERFORM THE SERVICES OUTLINED IN THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

A TREATMENT STICKER WILL BE PLACED ON THE ELECTRICAL SERVICE PANEL UPON JOB COMPLETION.

CUSTOMER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer Rules, as applicable.

Customer or Representative (signature) Date

Customer or Representative (Name and/or title) CITY OF PAHOKEE

Authorized Agent (signature)

Authorized Agent (Name and Title) SODANO, ENZO L. Terminix Sales Professional

Company License No. Plantation - JB280427 Tampa - JB281998

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).

- 1. **LIMITED SERVICES; NO COVERAGE FOR DAMAGES.** The sole obligation of PEST under this agreement is to provide the following Services: Treat the Structures, as described on the Inspection Graph that has been prepared by Terminix and attached to your Terminix contract, and to re-fumigate the Structures for one year thereafter, at Terminix’s sole discretion. THIS AGREEMENT DOES NOT COVER AND PEST SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, FOR ANY OTHER OBLIGATION.
- 2. **ACCESS TO PROPERTY.** Customer must allow PEST access to the Structures for any purpose contemplated by this Agreement including, but not limited to, re-inspections, whether the inspections were requested by the customer or considered necessary by Terminix or the PEST Failure to allow PEST such access will terminate this Agreement without further notice.
- 3. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, SUBCONTRACTOR DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF PEST SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY DRYWOOD TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND PEST DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING ANY TREATMENTS.
- 4. **FORCE MAJEURE.** PEST shall not be liable to customer for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary materials or utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.
- 5. **CHANGE IN LAW.** PEST performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, PEST reserves the right to revise or terminate this Agreement.
- 6. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
- 7. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise (“Claim”), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed (“AAA Rules”). Copies of the AAA Rules and forms can be located at www.adr.org, or

by calling 1.800.778.7879. The arbitrator’s decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled “Class Action Waiver.” Venue for arbitration hereunder shall lie in or near the location of the Structure identified in this Agreement.

8. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding (“Class Action”). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

9. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.

10. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.

Product Labels & Safety Data Sheets

Product Labels & Safety Data Sheets, please visit: https://licensed.com/orgs/terminix/public/chemical_documents
For NY customers, please select 'NY' as your locale

BEING A TERMINIX CUSTOMER HAS ITS BENEFITS.

MANAGE YOUR ACCOUNT 24/7.



Manage your Terminix account around the clock on your computer, tablet or smartphone. Just sign up and [Terminix.com/my-account](https://terminix.com/my-account).

- **MOBILE-FRIENDLY ACCESS:**
Access your account from anywhere
- **MANAGE UPCOMING APPOINTMENTS:**
View and schedule service visits
- **UPDATE YOUR PROFILE:**
Update your payment and contact info
- **SIMPLE PROTECTION PLAN RENEWALS:**
Maintain your plan without the hassle

MAKE PAYMENTS WORRY-FREE.



Save time and money with **AutoPay**. Payments are automatically charged to your preferred payment method when they're due so there's no need to worry about another bill.

HAPPY WITH YOUR SERVICE? PASS THE WORD ALONG.



Want to earn a credit on your next service? Recommend Terminix to your friends and family. Ask your technician for more details.

FIND OUT WHAT PEOPLE ARE SAYING.

CONSUMERAFFAIRS



Find reviews and ratings by other customers.
consumeraffairs.com/homeowners/terminix



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda L. Bryant, City Manager

FROM: Office of the City Manager

SUBJECT: Support for One-Year Evaluation Period for Palm Tran Ridership in the Glades Region

DATE: 06/09/2026

GENERAL SUMMARY/BACKGROUND:

1. The City supports continued review of Palm Tran service and ridership in the Glades region.
2. The proposed resolution endorses a one-year evaluation period by Palm Beach County.
3. The resolution authorizes a letter of support and participation in related regional meetings in compliance with Sunshine Law.

BUDGET IMPACT:

There is no direct budget impact associated with this resolution.

LEGAL NOTE:

This item has been reviewed for legal sufficiency. Any additional legal guidance will be deferred to the City Attorney as necessary.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2026-29 supporting a one-year evaluation period for Palm Tran ridership and authorizing the Mayor and City Manager to transmit a letter of support to the Board of County Commissioners.

ATTACHMENTS:

Resolution 2026-29

RESOLUTION NO. 2026-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, SUPPORTING A ONE-YEAR EVALUATION PERIOD FOR PALM TRAN RIDERSHIP AND RELATED SERVICE IMPACTS WITHIN THE GLADES REGION, AS SET FORTH HERETO IN EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee ("City") recognizes the importance of reliable and accessible public transportation services for residents within the Glades region; and

WHEREAS, Palm Tran services and ridership impacts within the Glades communities are currently the subject of regional discussions and consideration by the Board of County Commissioners; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") desires to ensure that the City's elected officials may participate in regional and intergovernmental discussions relating to transportation and service delivery issues affecting the Glades communities in a manner consistent with applicable Florida Sunshine Law requirements and public notice procedures; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") deems it to be in the best interests of the City to support a one-year evaluation period regarding Palm Tran ridership and related service impacts within the Glades region and to formally express the City's position through correspondence to the Board of County Commissioners.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Approval and Authorization. The City Commission of the City of Pahokee hereby approves and authorizes the Mayor and City Manager to transmit a letter of support to the Board of County Commissioners regarding a one-year evaluation period for Palm Tran ridership and related service impacts within the Glades region, attached hereto as Exhibit "A." The City Commission further authorizes participation by Commissioners in regional and intergovernmental meetings, workshops, and

discussions concerning transportation and related service issues affecting the Glades communities, provided such participation is conducted in accordance with all applicable Florida Sunshine Law requirements and public notice procedures. The City Manager is further authorized to take all necessary and expedient actions to effectuate the intent of this Resolution.

Section 3. Conflict. All resolutions in conflict herewith are hereby and expressly repealed.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 9th day of June, 2026.

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

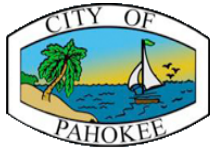
VOTE:

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor McDonald	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)

EXHIBIT "A"

LETTER OF SUPPORT

(ATTACHED)



City of
PAHOKEE
FLORIDA

CITY COMMISSIONERS:
Mayor Keith W. Babb, Jr.
Vice Mayor Isabelle J. McDonald
Commissioner Sanquetta Cowan-Williams
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott

CHARTER OFFICERS:
Brenda L. Bryant, City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, City Attorney

207 Begonia Drive
Pahokee, Florida 33476
Phone: (561) 924-5534
Fax: (561) 924-8140
www.cityofpahokee.com

06/09/2026

Board of County Commissioners
Palm Beach County
301 North Olive Avenue
West Palm Beach, Florida 33401

Re: Support for One-Year Evaluation Period for Palm Tran Ridership and Related Service Impacts in the Glades Region

Dear Chair and Members of the Board of County Commissioners:

On behalf of the City Commission of the City of Pahokee, we respectfully express the City's support for a one-year evaluation period regarding Palm Tran ridership and related service impacts within the Glades region.

The City of Pahokee recognizes the important role that reliable and accessible public transportation plays in supporting residents throughout the Glades communities. As discussions continue regarding the future of Palm Tran services, the City believes that decisions affecting these essential services should be informed by comprehensive data, public input, and a thorough assessment of community impacts.

Accordingly, the City supports a one-year evaluation period to allow Palm Beach County, Palm Tran, municipal governments, stakeholders, and residents to review ridership trends, service utilization, operational performance, and the broader impacts of transportation service delivery throughout the Glades region. This evaluation will provide an opportunity to collect and assess objective information before any long-term decisions are made regarding service levels or transportation alternatives.

The City also supports continued intergovernmental cooperation and regional dialogue among local governments, County officials, transportation providers, and community stakeholders. Collaborative discussions and transparent public processes are essential to identifying solutions that effectively address the transportation needs of the Glades communities.

The City of Pahokee appreciates the Board's consideration of this important matter and respectfully requests that the transportation needs of the Glades region remain a key consideration throughout the evaluation process. We look forward to working with Palm Beach County and our regional partners to ensure that transportation services continue to meet the needs of our residents.

Thank you for your consideration.

Sincerely,

Keith W. Babb, Jr.
Mayor



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda L. Bryant, City Manager

FROM: Office of the City Manager

SUBJECT: Lease Agreement with Florida Coast Equipment, LLC for Port Mayaca Cemetery

DATE: 06/09/2026

GENERAL SUMMARY/BACKGROUND:

1. The City requires equipment for maintenance activities at Port Mayaca Cemetery.
2. The proposed lease agreement with Florida Coast Equipment, LLC totals \$72,491.69.
3. The vendor was selected from the State of Florida Construction and Industrial Equipment Contractors List established through a competitive solicitation process.
4. Approval of the agreement will support continued cemetery maintenance operations.

BUDGET IMPACT:

The total cost of the lease agreement is \$72,491.69 and will be funded from the appropriate cemetery maintenance budget.

LEGAL NOTE:

This item has been reviewed for legal sufficiency. Any additional legal guidance will be deferred to the City Attorney as necessary.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2026-30 authorizing a lease agreement with Florida Coast Equipment, LLC in the amount of \$72,491.69 for equipment rental services at Port Mayaca Cemetery and authorizing the City Manager to execute all necessary documents.

ATTACHMENTS:

Resolution 2026-30

RESOLUTION NO. 2026-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A LEASE AGREEMENT WITH FLORIDA COAST EQUIPMENT, LLC FOR THE RENTAL OF NECESSARY EQUIPMENT FOR PORT MAYACA CEMETERY MAINTENANCE, AS SET FORTH HERETO IN EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee ("City") requires the use of specialized equipment for maintenance and operational activities at Port Mayaca Cemetery; and

WHEREAS, the City has identified Florida Coast Equipment, LLC as a qualified vendor available through the State of Florida Construction and Industrial Equipment Contractors List; and

WHEREAS, the State of Florida Construction and Industrial Equipment Contractors List was established through a competitive solicitation process with an advertisement beginning on 02/09/2021 at 10:20 A.M. and ending on 04/17/2021 at 10:20 A.M.; and

WHEREAS, the term of the agreement shall begin on the date that it is fully executed and shall expire on June 30, 2027, due to the 2nd amendment between State of Florida, Department of Management Services and Florida Coast Equipment. LLC, attached hereto as Exhibit "A"; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") deems it to be in the best interests of the City to enter into a lease agreement for the rental of necessary equipment in the total amount of \$72,491.69 to support maintenance activities at Port Mayaca Cemetery.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Approval and Authorization. The City Commission hereby approves the lease agreement with Florida Coast Equipment, LLC in the total amount of \$72,491.69 for

equipment rental services for Port Mayaca Cemetery, attached hereto as Exhibit "A." The City Manager is authorized to execute the agreement and take all necessary actions to implement this Resolution.

Section 3. Conflict. All resolutions in conflict herewith are hereby and expressly repealed.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 9th day of June, 2026.

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor McDonald	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)

EXHIBIT "A"

Florida Coast Equipment, LLC Lease Agreement Quote

(ATTACHED)

CITY OF PAHOKEE AGREEMENT FOR CONSTRUCTION AND INDUSTRIAL EQUIPMENT

**Piggyback State of Florida, Department of Management Services
Contract No.: 22100000-21-STC
Construction and Industrial Equipment**

This Agreement is made this _____ day of June 2026, between the City of Pahokee, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 207 Begonia Dr, Pahokee, Florida 33476 (the "**City**"), and Florida Coast Equipment, LLC, whose address is 1401 Forum Way, Suite 100, West Palm Beach, FL 33401 (the "**Contractor**").

WITNESSETH

WHEREAS, the City is in need of a contractor for the use of specialized equipment for maintenance and operational activities at Port Mayaca Cemetery; and

WHEREAS, State of Florida, Department of Management Services, through its competitive selection process, awarded a Contract for construction and industrial equipment services ("Contract" hereafter) to the Contractor for substantially the same services sought by the City; and

WHEREAS, the City requested and the Contractor has agreed to honor the terms and pricing of the original Agreement, including amendments; and

WHEREAS, the City desires to accept Contractor's pricing; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as

follows:

Section 1. Term. The term of the agreement shall begin on the date that it is fully executed and shall expire on the date of June 30, 2027, due to the 2nd amended contract between State of Florida, Department of Management Services and Florida Coast Equipment. LLC; and

Section 2. Contract Terms. The Contractor agrees to provide the City with construction and industrial equipment services in accordance with the City's requirements as set forth herein and the Standard Contract between State of Florida, Department of Management Services and the Contractor dated on or about November 20, 2023 (the "Contract"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be this: Agreement, the State of Florida, Department of Management Services and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices that have already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before

providing any such services. For these purposes, Brenda Bryant, (City Manager). The City Manager shall be the City Representative and may be reached at (561) 924-5534 Ext. 2013.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Pahokee shall be substituted for State of Florida, Department of Management Services with regard to any and all provisions of the State of Florida, Department of Management Services Contract, the RFP, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Brenda Bryant, City Manager
City of Pahokee
207 Begonia Dr
Pahokee, Florida 33476

Copy To: Burnadette Norris-Weeks, P.A.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Jason Tood Bachman, CEO
Florida Coast Equipment, LLC
1401 Forum Way, Suite 100
West Palm Beach, FL 33401

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 924-5534 ext. 2006, email: cityclerk@cityofpahokee.com OR BY MAIL: City of Pahokee – City Clerk's Office, 207 Begonia Dr, Pahokee, FL, 33476.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CITY: City of Pahokee

By: _____
Brenda Bryant, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF
AND RELIANCE BY THE CITY OF PAHOKEE ONLY:

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

By: _____
Nylene Clarke, City Clerk

**CONTRACTOR:
Florida Coast Equipment, LLC**

By: _____

Witness: _____

PRINT NAME

Date: _____

TITLE

Date: _____

EXHIBIT "A"



**State Term Contract
No. 22100000-21-STC
Construction and Industrial Equipment**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Florida Coast Equipment, LLC** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on July 1, 2021, or on the last date, it is signed by all Parties, whichever is later. The Contract shall expire on June 30, 2024, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Attachment 1, Additional Special Contract Conditions
- b) Attachment 2, Special Contract Conditions
- c) Attachment 3, Scope of Work
- d) Attachment 4, Price Quote Form
- e) Attachment 5, Acknowledgement of Order
- f) Attachment 6, Preferred Pricing Affidavit
- g) Attachment 7, Contractor’s Submitted Product Group Discount Sheet
- h) Attachment 8, Price Sheet

IV. Contract Management.

Department's Contract Manager:
Ashley Paleis
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8366
Email: Ashley.Paleis@dms.fl.gov

Contractor's Contract Manager:
Joe Moreno
Florida Coast Equipment, LLC
346 Pike Road, Unit 7
West Palm Beach, Florida 33411
Telephone: (561) 209 - 2705 x320
Email: JMoreno@FloridaCoastEQ.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**CONTRACTOR
FLORIDA COAST EQUIPMENT, LLC**

**STATE OF FLORIDA
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:
Joe Moreno
6438057C1790413...



**Joe Moreno
Government Sales**

**J. Todd Inman,
Secretary**

7/14/2021 | 9:21 AM EDT

7-29-21

Date:

Date:



ATTACHMENT 1

ADDITIONAL SPECIAL CONTRACT CONDITIONS

The sections of the Special Contract Conditions referenced below are replaced in their entirety as follows:

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 ensure a representative will be available to team members of the continuing oversight team.

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.

5.7 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.

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 CONTRACT MANAGER LISTED IN SECTION 4.3 OF THE SPECIAL CONTRACT CONDITIONS.

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, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department 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 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 within 10 Business Days after the request is made.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the

Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

ATTACHMENT 2

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.

Attachment 3 Scope of Work

1. Purpose

To provide Customers with Construction and Industrial Equipment on a statewide basis, pursuant to the terms set forth in this Scope of Work.

2. Definitions

All definitions apply in both their singular and plural context.

Accessory – A part or object used for convenience, attractiveness, safety, etc. to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

Base Equipment – A Manufacturer's base Construction and Industrial Equipment without the inclusion of OEM or Non-OEM Options, Parts, Accessories, and Implements. Base Equipment may be identified by a combination of the Manufacturer's name, trade name, brand name, make name, model name, model number, or catalog number.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity – As defined in section 287.012, F.S. Commodities may include Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract. Commodities may also be referred to throughout as "Construction and Industrial Equipment."

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor. A Contractor can be a Manufacturer or a Dealer.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters a Contract with the Department.

Customer – A State agency or Eligible User.

Dealer – A Manufacturer’s certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and services of the Manufacturer responsive to the Contract. Dealers may be Contractor owned and controlled in whole or in part or independently owned and controlled.

Department – The Department of Management Services, a State agency.

Eligible User – As defined in Rule 60A-1.001(2), F.A.C.

Group – A series of Commodities with applicable Commodity Codes which are described in the Description of Scope section in the Scope of Work.

Implement – A tool, utensil, or other piece of equipment, especially as used for a particular purpose or to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

Manufacturer – The producer or provider of Construction and Industrial Equipment which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with Brand Name.

Manufacturer’s Suggested Retail Price (MSRP) – The MSRP represents the Manufacturer’s recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific Commodities without benefit of a Contract resulting from this solicitation. It must be publicly listed, available, and verifiable by the Department.

MSRP Credit – The MSRP price of OEM and Non-OEM Options, Parts, Accessories or Implements that are deducted from the Base Equipment price paid by the Customer if removed from the Base Equipment.

MSRP List – The Manufacturer’s Suggested Retail Price List, a collection of MSRPs and related information broken down by specific Commodities. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the resulting Contract:

- Manufacturer’s Annual U.S. Price Book; and
- Manufacturer’s official website or dealer software.

Net Price – The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s) and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer.

Non-OEM – Produced by a manufacturer or party other than the OEM.

Option – Options requested by the Customer specifically for the Construction and Industrial Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by

the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

Original Equipment Manufacturer (OEM) – The original Manufacturer of a Commodity.

Part – Repair or service parts for Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

State – The State of Florida.

3. Scope of Work

3.1 Description of Scope

The Commodities (including Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract) shall be classified under the following Groups:

Group	Group Description
Group 1	EXCAVATORS: MINI/COMPACT TRACK EXCAVATORS (LESS THAN 70 HP)
Group 2	EXCAVATORS: TRACK EXCAVATORS (EQUAL TO OR GREATER THAN 70 HP)
Group 3	EXCAVATORS: WHEEL AND TRUCK MOUNT
Group 4	MOTOR GRADERS AND MAINTAINERS
Group 5	COMPACTORS/ROLLERS: ASPHALT, SOIL, AND LANDFILL
Group 6	DOZERS: CRAWLER
Group 7	DOZERS: WHEEL
Group 8	COMPACT TRACK AND MULTI TERRAIN LOADERS (LESS THAN 15,000 LBS. OPERATING WEIGHT)
Group 9	CRAWLER/TRACK LOADERS (GREATER THAN 15,000 OPERATING WEIGHT)
Group 10	WHEEL LOADERS
Group 11	SKID STEER LOADERS: WHEEL
Group 12	BACKHOE LOADERS: WHEEL
Group 13	INDUSTRIAL TRUCKS/FORKLIFTS
Group 14	FORKLIFT/TELESCOPIC HANDLERS, RIDING TYPE (INCLUDING ROUGH TERRAIN)
Group 15	POWER GENERATORS (EXCLUDES PORTABLE)

Group 16	CONSTRUCTION EQUIPMENT: INCLUDES CONCRETE SAWS, PORTABLE CEMENT MIXERS, PORTABLE LIGHTS, OTHER (EXCLUDES HAND TOOLS AND EQUIPMENT THAT QUALIFIES FOR OTHER GROUPS)
Group 17	GOOSENECK, LOWBOY, AND HEAVY EQUIPMENT TRAILERS
Group 18	SPECIALTY TRAILERS: LANDSCAPE AND DUMP TRAILERS

The Contract is intended to cover only those Commodities generally used by the State of Florida as listed and described herein and does not include all varieties of equipment that are commercially available. The Department in its sole discretion shall determine eligibility and accessibility of all Commodities available and included under the Contract. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List and Price Sheet.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings or contract termination.

3.2 Commodity Specifications and Standards

The Contractor shall ensure that all Commodities, including all Base Equipment, OEM and Non-OEM Options, Parts, Accessories, and Implements, and their respective features, equipment, and components, shall meet the following minimum requirements:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in the Transportation and Delivery section in this SOW), and installed to be fully suitable for their intended use, purpose, and service. The Contractor is not required to install Parts purchased by the Customer unless specifically agreed to by the Customer and Contractor;
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of this SOW), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be biodiesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and/or rust which may affect appearance or serviceability;
6. All Commodities shall be professionally designed, manufactured, installed, and serviced pursuant to the industry standard of care;
7. All Commodities shall comply with required state and federal laws, including but not limited to motor vehicle, mobile equipment, safety, and environmental laws; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

Contractor shall ensure that no Contractor or Dealer advertising or identification (name, logos, etc.) is on the Commodities, including Base Equipment, OEM and Non-OEM Options, Parts, Accessories, and Implements, and their respective features, equipment, and components. Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the

respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department, in its sole discretion, shall determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

The Contractor may use Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and MSRP List. The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms.

3.3 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities being provided. This includes, but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities being provided. In addition, the Contractor is responsible for complying with any applicable federal or State legislation that becomes effective during the term of the Contract upon the legislation's effectiveness. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor, whether as the Manufacturer or Dealer, shall contact the DMS Contract Manager immediately.

3.4 Testing

Samples of delivered Commodities may be selected at random by Customers or Department and tested for compliance with the requirements, specifications, terms, and conditions.

3.5 Warranty

The Contractor shall ensure that the Manufacturer's standard warranty shall cover all Commodities of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities specified herein that are sold to any federal, state, or local governments. The Manufacturer's standard warranty shall have a minimum term of one year from the acceptance section and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, then the Contract requirements, specifications, terms, and conditions shall prevail.

3.6 Commodities Recall

In the event there is a recall of any of the Commodities, any of its components, or any parts incorporating the equipment ("Recalled Equipment"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer all reasonable assistance in locating and recovering any equipment or Recalled Equipment. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective Recalled Equipment are rectified, replaced and/or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to Recalled Equipment shall be at Contractor's own expense.

3.7 Commodity Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to complete one of the following at no additional cost to the Customer:

- Install or repair the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s), and their respective features, equipment, and components;
- Replace the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components; or OEM Options, Parts, Accessories, and Implements Non-OEM Options, Parts, Accessories, and Implements; and
- Refund the purchase price of the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components to the Customer.

Any changes necessary after the delivery of the Customer's order that are required to bring a Commodity into compliance or compatibility due to an incorrect order fulfillment by the Contractor shall be accomplished at the Contractor's expense.

3.8 Commodities Title and Registration

Construction and Industrial Equipment delivered under the Contract shall be titled and registered by the Contractor in accordance with Florida law, including Chapters 319 and 320, Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Customer with the Commodity upon delivery, and the Contractor shall obtain any necessary signatures and complete the titling and registration process for the Customer in a timely manner.

In the event the Customer is permitted by law or policy to obtain title and registration independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer will notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order form. However, the Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide any documents necessary for the Customer to do so.

Customers may elect to transfer an existing license plate or may choose to obtain a new license plate.

- Transferring an existing license plate is the standard default order type and does not require specific notation on the Purchase Order. All related fees associated with transferring an existing license plate are included in the Base Equipment Net Price
 - a) When obtaining a new license plate, the Customer should include a notation on the Customer Order and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain a new license plate for the Customer unless there is a notation and a new license plate fee is included on the Customer Order. All related fees except for the new license plate cost are included in the Base Equipment Net Price. The Customer's order notation for a new license plate shall include the request for a new license plate, the type of license plate required, and a contact person's name, title, and telephone number.
 - b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

3.9 Transportation and Delivery

The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer. Transportation and Delivery shall be FOB Destination to any point statewide as follows:

1. Customers shall be notified within two Business Days when Commodities are not in stock or unavailable from the Manufacturer at the time of order. Commodities must be delivered within 180 Calendar Days after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 180 Calendar Day timeframe, the Department's Contract Manager must be notified and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and timeframe for completion of the order.
2. Commodities in stock must be delivered within 14 Calendar Days after receipt of order or the receipt of the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer or Dealer installed OEM or Non-OEM Options, Parts, Accessories, and Implements shall be delivered within 30 Calendar Days after receipt of the Commodities from the Manufacturer(s).

Delivery of the Commodity is defined as receipt of the Commodity at the Customer's designated location. Delivery does not constitute the Customer's acceptance. See section 3.12, Acceptance, in this SOW. The Contractor shall give the ordering Customer a minimum of one Business Day notice prior to delivery. Commodities shall be delivered as determined by the Customer.

The Contractor shall deliver Commodities by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity a maximum of three road miles, the self-propelled Commodity may be driven to the delivery location at Contractor's sole risk and expense. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled operator occupied Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection and is responsible for delivering a Commodity that is properly serviced, clean, and in first class operating condition. The Contractor is required to perform the following, at a minimum, as part of its pre-delivery service:

1. Completely lubricate operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary and prohibited tags, stickers, papers, etc.;
7. Ensure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements, are thoroughly tested and ready for immediate operation upon delivery; and
8. Where applicable, ensure that the product is packaged in a manner which ensures safe delivery to the destination. Packaging shall comply with all federal, state, and local laws including but not limited to the requirements of section 403.7191, Florida Statutes. The Contractor shall mark each package to include the name of the Contractor, the State Term Contract number, the purchase or Customer Order number, and a brief description of the contents.

The Contractor shall deliver all Commodities with each of the following completed documents:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of the ordering Customer's Purchase Order;
3. Copy of the applicable Manufacturer specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements in the shipment;
5. Manufacturer's Window Sticker(s), if applicable;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one each of the Manufacturer's lubrication and maintenance instructions;

8. Copy of the Manufacturer's Standard Warranty Certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary Tag and twenty day Extension Tag, if applicable; and
11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and documents, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customers may be cause for default proceedings and/or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of a Commodity that was previously rejected upon initial delivery.

3.10 Price Quote Form

For all Customer requests the Contractor shall complete and submit an Attachment 3, Price Quote Form (PQF), to the Customer for the requested Commodities. For all Commodities quoted on the PQF, the MSRP Listing must also be provided to the Customer. All Commodities shall be itemized on the PQF and include applicable brand, model, and pricing information. The price quoted for Commodities shall not exceed the current Contract's Net Price to Customers. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

3.11 Acknowledgement of Order Form

For each order, the Contractor shall provide the ordering Customer with a fully completed Attachment 4, Acknowledgement of Order Form, within five Business Days of receiving the Customer's Order. The Contractor must use the Acknowledgment of Order Form and must not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed acceptance of the Order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

When the Contractor receives an order and does not have the ordered Commodities in stock and cannot deliver the Commodities to the Customer within fourteen calendar days, the Contractor shall notify the ordering Customer on the Acknowledgement of Order Form. When providing the Acknowledgment of Order Form the Contractor shall provide the Customer with the Manufacturer's order confirmation information and estimated delivery date.

Submission of the Acknowledgement of Order Form is the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. Repeated failures by the Contractor to timely submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination.

3.12 Acceptance

The Customer, within three Business Days of delivery, will inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered; Contract prices, discounts, requirements, specifications, terms, and conditions; Customer order; and

Manufacturer's Window Sticker/Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer order. Additionally, the Customer should inspect the Commodity for any damage. The Contractor is obligated to correct any errors or damage. Failure by the Customer to discover an error or damage in the Commodity shall not relieve the Contractor from their obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming said reports in writing within fifteen Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Customer-approved, corrective action.

Should the Commodity require service or adjustments as part of the Customer-approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any transportation and delivery required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

3.13 Installation

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from

damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.14 Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing Dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or its approved Dealer actually performed the service. Notwithstanding the foregoing, the Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

3.15 Holidays

The Contractor shall provide Customers all Commodities during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer, which will be detailed in the Customer's order.

3.16 Purchasing Card

The State has implemented a purchasing card (P-Card). The Contractor may receive payments via the State's P-Card. P-Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make all necessary changes to accept payment via the State's new P-Card platform within 30 calendar days of notification of such change.

3.17 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.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

3.18 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No price increases will be considered for any Contractor who has outstanding reports, or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State’s Fiscal Quarter	30 calendar days after close of the period

Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with the Preferred Pricing section of the Special Contract Conditions)	Annual	Contract Anniversary Date

3.19 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

3.20 Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The quarterly sales report can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. 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. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.

Quarter 2 – (October-December) – due 30 calendar days after the close of the period.

Quarter 3 – (January-March) – due 30 calendar days after the close of the period.

Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

3.21 Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

3.22 Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

3.23 Business Review Meetings

To maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables;
- Review of the Contractor's performance;
- Review of minimum required reports;
- Addressing of any elevated Customer issues; and
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

3.24 Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily or per occurrence for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late and not received by the Contract Manager
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$100 per Calendar Day late and not received by the Contract Manager
Contractor will provide accurate Price Quote Forms to Customers	All Price Quote Forms will be provided to Customers with accurate information	Upon Customer request	\$25 per order
Contractor will complete the Acknowledgement of Order Form for each order	All Acknowledgement of Order Forms will be provided to Customers	Within 5 business days of receiving the Customer's order	\$50 per occurrence

The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal.

3.25 MSRP List and Product Adjustments

The Contractor shall submit a complete MSRP List that includes all Commodities (i.e. Base Equipment; OEM Options, Parts, Accessories, and Implements; and Non-OEM Options, Parts, Accessories, and Implements) for each Manufacturer/ Brand Name and Group for which the Contractor received an award; the Commodities listed on the MSRP must match the Commodities listed on the Price Sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP. The Contractor shall include a cover page, which shall provide the applicable Group, Manufacturer/Brand Name, MSRP List Name, and MSRP List date. The Department shall be the final arbiter of MSRPs if an MSRP on the Contractor's MSRP List differs from the published MSRP. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the MSRP List by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised MSRP List. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may update existing product's MSRPs on the MSRP List to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the existing product's MSRPs on the MSRP List by submitting a complete and revised MSRP List for Department review and approval.

Revised MSRP Lists, regardless of whether the Contractor is adding products or updating existing product's MSRPs, must be accompanied by a revised Price Sheet, as described in the Price Sheet and Price Adjustments section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List.

3.26 Price Sheet and Price Adjustments

The Contractor shall submit a complete price sheet to include all Base Equipment and OEM Options, Parts, Accessories, and Implements for each Manufacturer/Brand and Group for which the Contractor received an award. The Commodities listed on the price sheet must match the Commodities listed on the MSRP List. The price sheet is subject to the Department's approval. The price sheet shall be provided in Excel format and include a separate tab for each Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

- Brand/Manufacturer Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e. Base Equipment; OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website;

- Model number(s) of Base Equipment for and associated with the OEM Option, Part, Accessory, or Implement;
- Description;
- MSRP (as shown on the current MSRP List);
- Discount (as shown on the Product Group Discount Sheet for the Commodity type); and
- Net Price to the Customer.

The Contractor may add products to the price sheet at any time during the life of the Contract by submitting a complete and revised price sheet. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the price sheet by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised price sheet. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's price sheet.

The Contractor may update existing product's MSRPs and Net Prices to the Customer on the price sheet to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update existing product's MSRPs and Net Prices to the Customer on the price sheet by submitting a complete and revised price sheet for the Department's review and approval. Price adjustments should be submitted to the Contract Manager during the months of January or July.

Revised price sheets, regardless of whether the Contractor is adding products or updating existing product's MSRPs and Net Prices to the Customer, must be accompanied by a revised MSRP List, as described in the MSRP List and Product Adjustments section, as well as a list of all changes made from the previously submitted version of the price sheet.

3.27 E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public Contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any Contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

Attachment 5 Acknowledgement of Order Form

ORDERING CUSTOMER: Click or tap here to enter text.

CONTACT PERSON: Click or tap here to enter text.

ADDRESS: Click or tap here to enter text.

CITY: Click or tap here to enter text. **STATE:** FL **ZIP:** Click or tap here to enter text.

ORDER CONFIRMATION NOTIFICATION:

Purchase Order Number Click or tap here to enter text. was received from the Customer on Click or tap here to enter text..

In accordance with State of Florida State Term Contract Number 22100000-21-STC, Construction and Industrial Equipment, the Acknowledgement of Order Form section in the Scope of Work, the order was placed with the Manufacturer on Click or tap here to enter text. and assigned the following Manufacturer's Production Number(s): Click or tap here to enter text..

We anticipate Delivery to your Delivery Location on or about Click or tap here to enter text..

For any correspondence, please reference your Purchase Order Number or the Production Number(s).

CONTRACTOR: Click or tap here to enter text.

ADDRESS: Click or tap here to enter text.

CITY: Click or tap here to enter text. **STATE:** FL **ZIP:** Click or tap here to enter text.

SIGNATURE: _____

Date: _____

ADDITIONAL COMMENTS (IF ANY): Click or tap here to enter text.

Note to Contractor: This form must be accurately and completely completed with specific information, numbers, dates, signature, etc. Adjustments to the form or alternate forms are not acceptable. Submission of the Acknowledgement of Order Form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. Repeated failures by the Contractor to submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination.



CONTRACT AMENDMENT NO. 1

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

This Contract Amendment to Contract No. 22100000-21-STC (“Amendment”) is made by and between the State of Florida, Department of Management Services (“Department”) and Florida Coast Equipment, LLC (“Contractor”), with its principal place of business located at 346 Pike Road, Unit 7, West Palm Beach, FL 33411-3819, collectively referred to herein as the “Parties.”

WHEREAS the Parties entered into Contract No. 22100000-21-STC (“Contract”) which became effective on July 29, 2021, for the provision of Construction and Industrial Equipment;

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 6.9 Modification and Severability, of Attachment 1, Special Contract Conditions, to the Contract;

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. The Contract shall be amended as follows:

a. All references to the term “price sheet” throughout the Contract are hereby amended to read as “product sheet.”

b. Section 5.4 Suspended, Convicted, and Discriminatory Vendor Lists, of Attachment 1, Special Contract Conditions is hereby deleted in its entirety and replaced with the following:

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

In accordance with sections 287.042, 287.133, 287.134, and 287.137, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or 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 Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List during the term of the Contract.

c. Section 12.3 Inspection of Records, Papers, and Documents, of Attachment 1 Special Contract Conditions is hereby created with the following terms:

12.3 Inspection of Records, Papers, and Documents.

In accordance with section 216.1366, F.S., the Department 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 determines are necessary to

**CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

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 within 10 Business Days after the request is made.

d. "Net Price" as defined in Section 2, Definitions of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

Net Price - The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. The Contractor may include shipping charges for OEM and Non-OEM Options, Parts, Accessories, and Implements that the customer orders separately from the Base Equipment. Additional charges for a Commodity shall not be charged outside of the Net Price unless expressly authorized within the Scope of Work.

Charges and fees in excess of those that existed at the inception of the Contract may be extended to the Customer only if the amount of the increase is attributable to changes in market conditions. Prior to extending any such charge or fee to the Customer, the Contractor must request the Customer's approval by submitting documentation and justification for extending the amount of the charge or fee. The Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g., Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to the Customer. The amount of the charge or fee extended to the Customer shall not exceed the difference between the amount of the charge or fee at the time the Contractor requests the Customer's approval and the amount of the charge or fee that existed at the inception of the Contract. The Customer may approve or deny the charge or fee request. If deemed necessary by the Customer or the Contractor, the request may be escalated to the Department by submitting the same documentation that was submitted to the Customer to the Contract Manager. The Department reserves the exclusive right to approve or deny the escalated charge or fee request. If the charge or fee request is denied, the Contractor may withdraw the PQF. After obtaining written approval to extend the charge or fee, the approved amount of the charge or fee must be listed separately on the PQF. The Contractor shall provide documentation of approval by the Customer or Department with the PQF that includes the charge or fee.

e. The first paragraph of Section 3.9, Transportation and Delivery of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

**CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

3.9 Transportation and Delivery

The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer. The Contractor may include shipping charges for OEM and Non-OEM Options, Parts, Accessories, and Implements that the customer orders separately from the Base Equipment. Transportation and Delivery shall be FOB Destination to any point statewide as follows:

f. Section 3.10, Price Quote Form of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

3.10 Price Quote Form

For all Customer requests the Contractor shall complete and submit an Attachment 3, Price Quote Form (PQF), to the Customer for the requested Commodities. For all Commodities quoted on the PQF, the current MSRP at the time of quote, the percent MSRP Discount as listed on the Product Group Discount Sheet and the Net Price must also be provided to the Customer. All Commodities and surcharges shall be itemized on the PQF and include applicable brand, model, and pricing information. The percent MSRP Discount shall not be less than the discount listed on the Product Group Discount Sheet. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater percent discount off MSRP.

g. Section 3.13, Installation of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

3.13 Installation

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge (not applicable to Group 15: Power Generators). All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work

**CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

h. Section 3.25, MSRP List and Product Adjustments of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

3.25 MSRP List and MSRP List Adjustments

The Contractor shall submit a complete MSRP List that includes all Base Equipment; and OEM Options offered for each Manufacturer/-Brand Name and Group for which the Contractor received an award; the MSRP List may include OEM Parts, Accessories, and Implements and Non-OEM Options, Parts, Accessories, and Implements. The Commodities listed on the MSRP List must match the Commodities listed on the Product Sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP at the time of submission. The Contractor shall include a cover page, which shall provide the applicable Group, Manufacturer/Brand Name, and MSRP List date. The Department shall be the final arbiter for any disputes as to the accuracy of the MSRP at the time a Price Quote Form is received by the requesting Customer. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to and remove products from the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Revised MSRP Lists must be accompanied by a revised Product Sheet, as described in the 'Product Sheet and Product Sheet Adjustments' section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. Products removed must be discontinued and no longer available from the Manufacturer. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

i. Section 3.26, Price Sheet and Price Adjustments of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

3.26 Product Sheet and Product Sheet Adjustments

The Contractor shall submit a complete product sheet to include all Base Equipment and OEM Options, Parts, Accessories, and Implements for each Manufacturer/Brand and Group for which the Contractor received an award. The Commodities listed on the product sheet must match the Commodities listed on the MSRP List. The product sheet

**CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

is subject to the Department's approval. The product sheet shall be provided in Excel format and include a separate tab for each Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

- Brand/Manufacturer Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e., Base Equipment; OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website; Construction and Industrial Equipment
- Model number(s) of Base Equipment for and associated with the OEM Option, Part, Accessory, or Implement;
- Description;
- MSRP Discount (as shown on the Product Group Discount Sheet for the Commodity type).

The Contractor may add products to the product sheet at any time during the life of the Contract by submitting a complete and revised product sheet. Products added must be from a Manufacturer/ Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the product sheet by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised product sheet, and shall include a revised MSRP List, as described in the "MSRP List and MSRP List Adjustments" section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's product sheet.

II. Conflict. Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Contract will remain in effect unchanged. If and to the extent that any inconsistency may appear between the Contract and this Amendment, the provisions of this Amendment shall control.

III. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.



CONTRACT AMENDMENT NO. 1
 Contract No. 22100000-21-STC
 Contract Name: Construction and Industrial Equipment

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Amendment and have executed it by their duly authorized representatives on the dates indicated below.

State of Florida:
 Department of Management Services

Contractor:
 Florida Coast Equipment, LLC

By: DocuSigned by:
Pedro Allende

5E91A9D369EB47C...

By: DocuSigned by:
Joe Moreno

6438057C1790413...

Name: Pedro Allende

Name: Joe Moreno

Title: Secretary

Title: Government Sales

Date: 9/13/2022 | 10:39 AM EDT

Date: 8/19/2022 | 5:06 PM EDT

**CONTRACT AMENDMENT NO.: 2**

Contract No.: 22100000-21-STC

Contract Name: Construction and Industrial Equipment

This Contract Amendment No. 2 (“Amendment”) to Contract No. 22100000-21-STC (“Contract”) is made by the State of Florida, Department of Management Services (“Department”) and Florida Coast Equipment, LLC (“Contractor”), with its principal place of business located at 1401 Forum Way, Suite 100, West Palm Beach, FL 33401 collectively referred to herein as the “Parties.”

WHEREAS the Parties entered into the Contract, effective on July 29, 2021 for the provision of Construction and Industrial Equipment;

WHEREAS the Parties agree to renew the Contract as provided for in Attachment 2, Special Contract Conditions (Florida), subsection 2.2, Renewal; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Attachment 2, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Renewal. The Contract is renewed for a period of three years pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of June 30, 2027.

II. Contract Amendment. Contract Attachment 1, Additional Special Contract Conditions (Florida), is hereby deleted and replaced in its entirety with the attached Contract Attachment 1, Additional Special Contract Conditions.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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CONTRACT AMENDMENT NO.: 2
 Contract No.: 22100000-21-STC
 Contract Name: Construction and Industrial Equipment

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
Florida Coast Equipment, LLC

DocuSigned by:
Tom Berger
 By: _____
4810BB6123514E1...

DocuSigned by:
Joe Moreno
 By: _____
6438057C1790413...

Name: Tom Berger
Title: Deputy Secretary of Business Operations
Date: 11/20/2023 | 10:38 AM EST

Name: Joe Moreno
Title: Government Sales
Date: 11/20/2023 | 8:58 AM EST



Attachment 1 ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. 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.

5.6 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.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

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.



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda L. Bryant, City Manager

FROM: Office of the City Manager

SUBJECT: Establishing the Pahokee High School Alumni Picnic as an Annual City-Sponsored Community Event

DATE: 06/09/2026

GENERAL SUMMARY/BACKGROUND:

1. The City of Pahokee successfully hosted the inaugural Pahokee High School Alumni Picnic in 2025, bringing together alumni, residents, families, and visitors to celebrate the history and legacy of Pahokee High School.
2. The resolution recognizes the independent PHS Alumni Committee as an advisory partner in event planning and authorizes participation fees, vendor fees, sponsorships, and donations to support event expenses and future Alumni Picnic activities.
3. The 2026 Alumni Picnic is proposed to be held on September 26, 2026, at Martin Luther King Jr. Park.

BUDGET IMPACT:

Event expenses will be offset through participation fees, vendor fees, sponsorships, donations, and other event revenues.

LEGAL NOTE:

This item has been reviewed for legal sufficiency. Any additional legal guidance will be deferred to the City Attorney as necessary.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2026-31.

ATTACHMENTS:

Resolution 2026-31

RESOLUTION NO. 2026-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ESTABLISHING THE PAHOKEE HIGH SCHOOL ALUMNI PICNIC AS AN ANNUAL CITY-SPONSORED COMMUNITY EVENT; APPROVING THE 2026 PAHOKEE HIGH SCHOOL ALUMNI PICNIC PROPOSAL, AS SET FORTH HERETO IN EXHIBIT "A"; APPROVING PARTICIPATION FEES; AUTHORIZING THE USE OF COLLECTED FUNDS TO OFFSET EVENT EXPENSES; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO CARRY OUT THE INTENT OF THIS RESOLUTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee ("City") successfully hosted the inaugural Pahokee High School Alumni Picnic in 2025, which brought together alumni, families, residents, and community stakeholders in a positive celebration of the City's history and traditions; and

WHEREAS, the City Commission recognizes the public purpose served by the Alumni Picnic in promoting civic pride, alumni engagement, community unity, cultural heritage, and economic activity within the City of Pahokee; and

WHEREAS, the City Commission desires to establish the Pahokee High School Alumni Picnic as an annual City-sponsored event to be held for the benefit of current and former residents, graduates, and visitors while preserving and celebrating the legacy of Pahokee High School; and

WHEREAS, the City Commission finds that continued support of the Alumni Picnic will strengthen community relationships, encourage intergenerational engagement, and provide opportunities for alumni classes, local businesses, vendors, and community organizations to participate in a family-oriented event; and

WHEREAS, the City Commission recognizes and appreciates the efforts of the independent PHS Alumni Committee in organizing, promoting, and supporting the Alumni Picnic and desires to maintain the Committee's ongoing input and participation in the planning and development of future Alumni Picnic events; and

WHEREAS, the City Commission further finds that establishing a consistent fee structure for class participation and vendors will assist with long-term planning, event

sustainability, and the offsetting of operational expenses associated with future Alumni Picnics; and

WHEREAS, the City Commission finds that revenues generated through Alumni Picnic registration fees, vendor fees, sponsorships, and donations should be dedicated to supporting and sustaining the Alumni Picnic as an annual community event; and may also be utilized in part as sponsorship or donation support for a designated organization or entity located and operated in the City of Pahokee selected jointly by the City and the independent PHS Alumni Committee, and

WHEREAS, the 2026 Pahokee High School Picnic is proposed to be held on September 26, 2026, at Martin Luther King Jr. Park, located at 380 Dr Martin Luther King Jr Blvd E, Pahokee, Florida; and

WHEREAS, the City Commission deems it to be in the best interests of the City to approve the 2026 Pahokee High School Alumni Picnic Proposal, attached as exhibit "A" hereto, establish participation fees, authorize the use of collected revenues to offset event expenses, and authorize City staff to support the planning and implementation of the event.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Approval and Authorization. The City Commission hereby declares the Pahokee High School Alumni Picnic to be an annual community event and encourages continued collaboration among alumni, volunteers, community organizations, City staff, and the independent PHS Alumni Committee to ensure its long-term success. The City Commission further recognizes the independent PHS Alumni Committee as an advisory partner in the planning and development of the Alumni Picnic and encourages the Committee's continued involvement and input regarding event operations, programming, activities, fundraising efforts, and future enhancements. Nothing herein shall be construed as delegating governmental authority or decision-making authority of the City Commission or City administration.

Section 3. Conflict. All resolutions in conflict herewith are hereby and expressly repealed.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 9th day of June, 2026.

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor McDonald	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)

EXHIBIT "A"
2026 PAHOKEE HIGH SCHOOL ALUMNI PICNIC PROPOSAL
(ATTACHED)

EXHIBIT “A”

PAHOKEE HIGH SCHOOL ALUMNI PICNIC Event Proposal and Preliminary Budget

Event Overview

Following the tremendous success of the inaugural Pahokee High School Alumni Picnic in 2025, the PHS Alumni Committee proposes to establish the Alumni Picnic as an annual community tradition held in conjunction with Pahokee High School Homecoming Weekend. Aligning the event with Homecoming will provide alumni, former residents, students, and families with an opportunity to reconnect, celebrate Blue Devil pride, and participate in a weekend dedicated to honoring the rich history and legacy of Pahokee High School.

The PHS Alumni Committee extends its sincere appreciation to the Mayor and City Commission for their leadership and support in making the 2025 Alumni Picnic a success. Their commitment to community engagement helped create a memorable event that brought together generations of Pahokee graduates and residents.

As planning moves forward for 2026 and future years, the independent PHS Alumni Committee will continue collaborating with City of Pahokee and will actively engage community partners, local businesses, schools, churches, civic organizations, and sponsors to enhance participation, expand programming opportunities, and ensure the long-term sustainability of the event.

To ensure consistent messaging, branding, and coordination, all event-related promotional materials, including flyers, advertisements, social media content, sponsorship solicitations, and other marketing materials, shall require joint review and approval by both the PHS Alumni Committee and designated City staff prior to distribution or publication. No promotional materials representing the Alumni Picnic shall be distributed by either the PHS Alumni Committee or the City independently without the approval of both PHS Alumni Committee and the City approving.

The annual Alumni Picnic will serve as a signature community event that promotes civic pride, strengthens alumni connections, supports local economic activity, and celebrates the traditions that make Pahokee unique.

2026 Proposed Event Information

Event Name: Pahokee High School Alumni Picnic

Date: Saturday, September 26, 2026

Location: MLK Park

380 DR MARTIN LUTHER KING JR BLVD E

Projected Event Hours: Set up: 7am -11am, Event Start: 12:00 PM – 7:00 PM

Expected Attendance: 500–1,000 attendees

Participation Fees

All Alumni Picnic participation fees, vendor fees, and other event-related payments shall be collected by the City of Pahokee during normal business hours at City Hall. Payments may be made at the front desk and will be processed in accordance with the City's established financial procedures. The City will issue receipts for all payments received and maintain records of collected funds to ensure proper accounting and transparency. Registration and fee deadlines will be established and communicated as part of the event planning and promotional process.

**The City of Pahokee is expected to obtain necessary law enforcement, liability insurance, permits to the extent necessary and fire rescue services.*

Alumni Class Registration

Each graduating class wishing to reserve designated space during the picnic shall pay:

Class Space Fee: \$100 per class

The registration fee secures a designated area for the class and assists with event operational expenses.

Vendor Registration

All vendors wishing to participate in the Pahokee High School Alumni Picnic must submit a completed City of Pahokee Event Vendor Application along with the applicable vendor fee. Vendors are also required to provide any supporting documentation required by the City, including but not limited to business licenses, permits, certificates of insurance, health department approvals, or other documentation deemed necessary based on the nature of the vendor's operations. Applications will not be considered complete until all required forms, supporting documents, and fees have been received and approved by the City.

Vendor Fee: \$100 per vendor

Payment Deadline

Class registration fees, vendor fees payments shall be due no later than:

September 5, 2026

(21 days prior to the event)

No spaces will be guaranteed without payment.

Family and Children's Activities

Proposed Attractions

Bounce Houses

- Two inflatable bounce houses
- Estimated rental cost: \$700 - \$800 total

Budget Estimate: \$1600

Stationary Games

Examples include:

- Ring Toss
- Corn Hole
- Giant Connect Four
- Giant Jenga
- Sack Races
- Hula Hoop
- Tug of War
- Bean Bag Toss

Budget Estimate: \$300

Volunteers

The success of the event will depend heavily on volunteer participation.

Volunteer Goal

30 Volunteers

Volunteer Task and Proposed Allocation

- Event setup - 5
- Vendor & Class Representative Check-In /Assistance - 3
- Parking Coordination - 5
- Kids Zone Monitoring – 5
- Water Distribution - 2
- Event breakdown and cleanup – 10

Volunteer Support

Event staff and volunteers will be provided complimentary bottled water throughout the event.

Estimated Cost:

30 Volunteers x 1 case equivalent = \$150

Preliminary Event Budget

Estimated Expenses

Item	Estimated Cost	
Event Tents (2 10x10)	\$200	For Committee and First Responders
Two Bounce Houses	\$1600	
Children's Games & Supplies	\$300	
Volunteer Water & Refreshments	\$150	
Sponsorship/Donation	\$500	
Restroom Trailer	\$2600	
Trash Receptacles & Cleanup Supplies	\$300	
Trophies/Event Prizes	\$600	
Sound System/DJ	\$1200	
Walkie Talkies	\$100	
Account for Fluctuating Prices Due to Advance Planning	\$500	
Estimated Total Expenses	\$8,050	

Potential Revenue

Alumni Class Fees (40 Classes @ \$100)	\$4,000
Vendor Fees (20 Vendors @ \$100)	\$2,000
Previous Year's Remaining Balance	\$2,171.85
<i>Potential Revenue Total</i>	<i>\$8,171.85</i>

Planning Meeting Schedule

Meeting #1

Date: June 1, 2026

Time: 3:30 PM

Meeting #2

Date: June 3, 2026

Time: 3:30 PM

Meeting #3

Date: July 8, 2026 (Tentative)

Time: 3:30 PM

Meeting #4

Date: August 12, 2026 (Tentative)

Time: 3:30 PM

Meeting #5

Date: September 1, 2026 (Tentative)

Time: 3:30 PM

Proposed Event Run of Show Template

1. Opening Remarks – From the PHS Alumni Committee
2. Welcome – Mayor or Commissioner
3. Event Logistics – PHS Alumni Committee
4. Fellowship/Socialize
5. Games/Class Competitions
6. Class Karaoke
7. Game Awards/Prizes Distribution
8. Fellowship/Socialize
9. Closing Remarks – PHS Alumni Committee
10. Alma Mater – Event Ends

Proposed Site Aerial View



Conclusion

The Pahokee High School Alumni Picnic is intended to celebrate the legacy of Pahokee High School while creating a fun, family-oriented event that strengthens alumni relationships and community pride. Through careful planning, volunteer support, vendor participation, and alumni engagement, this event has the potential to become a signature annual tradition for the City of Pahokee and its graduates.