

# CITY OF PAHOKEE



## AGENDA

### **City Commission Regular Meeting**

Tuesday, August 25, 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. Proclamation - Honoring and Recognizing Mrs. Bertha Lee Hunter on the occasion of her 100th Birthday
- 2. Proclamation - Honoring and Recognizing Mrs. Mattie Butler on the occasion of her 101st Birthday

- F. CONSENT AGENDA**

- 1. August 11, 2026 City Commission Meeting Minutes

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

- H. PUBLIC HEARINGS AND/OR ORDINANCES**

- I. RESOLUTION(S)**

- 1. RESOLUTION 2026-47 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN AGREEMENT WITH CIVICPLUS FOR THE MIGRATION OF THE CITY'S WEBSITE TO THE MUNICIPAL WEBSITES CENTRAL PLATFORM; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; DETERMINING CIVICPLUS TO BE A SOLE SOURCE VENDOR FOR PROPRIETARY SERVICES PROVIDED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.
- 2. RESOLUTION 2026-48 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN AGREEMENT WITH CIVICPLUS FOR MIGRATION AND UPGRADE FROM AGENDA AND MEETING MANAGEMENT ESSENTIALS TO AGENDA AND MEETING MANAGEMENT SELECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; DETERMINING CIVICPLUS TO BE A SOLE SOURCE VENDOR FOR PROPRIETARY SERVICES PROVIDED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.
- 3. RESOLUTION 2026-49 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN AGREEMENT WITH CIVICPLUS FOR THE IMPLEMENTATION OF THE NEXTREQUEST PUBLIC RECORDS REQUEST MANAGEMENT SOFTWARE; AUTHORIZING A SOLE SOURCE PROCUREMENT DETERMINATION; AUTHORIZING EXECUTION OF ALL RELATED DOCUMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; DETERMINING CIVICPLUS TO BE A SOLE SOURCE VENDOR

FOR PROPRIETARY SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION 2026-50 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND ACCEPTING AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2026/2027 PREVIOUSLY APPROVED BY RESOLUTION NO. 2026-38 BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, AS SET FORTH HEREIN AND ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AMENDMENT TO INCORPORATE AVAILABILITY OF FUNDS LANGUAGE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
5. RESOLUTION 2026-51 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PAHOKEE AND THE UNITED NEGRO COLLEGE FUND (UNCF), AS SET FORTH HERETO IN EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
6. RESOLUTION 2026-52 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO SOLICIT THROUGH A REQUEST FOR QUALIFICATIONS (RFQ) CONSULTANTS’ COMPETITIVE NEGOTIATIONS ACT (CCNA) SERVICES; TO ESTABLISH A RENEWED LIBRARY OF QUALIFIED CONSULTANTS FOR FUTURE PROJECTS ON AN AS NEEDED BASIS FOR AN INITIAL TERM OF THREE (3) YEARS, WITH A ONE-YEAR RENEWAL OPTION; PROVIDING FOR INCORPORATION OF RECITALS; 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**

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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)

# PROCLAMATION

**WHEREAS**, the City of Pahokee is honored to recognize Mrs. Bertha Lee Hunter, who reached the remarkable milestone of 100 years of age on August 8, 2026; and

**WHEREAS**, throughout her century of life, Mrs. Hunter has been a woman of strength, faith, compassion, perseverance, and service, whose life has positively influenced generations of family, friends, and community members; and

**WHEREAS**, Mrs. Hunter has devoted more than 70 years of her life to serving as a member of New Macedonia Missionary Baptist Church, where she faithfully shared her time, talents, wisdom, and leadership; and

**WHEREAS**, for more than 50 years, Mrs. Hunter served as President of Usher Board No. 1, demonstrating an extraordinary commitment to service, responsibility, leadership, and helping others; and

**WHEREAS**, beyond her formal roles, Mrs. Hunter has encouraged, supported, guided, and influenced countless individuals throughout her life, leaving a lasting impact on all those who have had the privilege of knowing her; and

**WHEREAS**, affectionately known by many as "Mother Hunter," Mrs. Hunter's life reflects the wisdom, care, encouragement, and strength that have made her a respected and cherished member of the Pahokee community; and

**WHEREAS**, reaching 100 years of age is a remarkable achievement and an occasion worthy of celebration, reflection, and gratitude for a life well lived and a legacy that will continue through the many lives she has touched; and

**WHEREAS**, the City of Pahokee is proud to join Mrs. Hunter's family, friends, and the entire community in celebrating her extraordinary 100 years of life and expressing gratitude for the many lives she has touched.

**NOW, THEREFORE**, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and residents of the City of Pahokee, do hereby recognize and honor **Mrs. Bertha Lee Hunter on the occasion of her 100<sup>th</sup> Birthday**, and extend our heartfelt congratulations, appreciation, and best wishes as we celebrate her remarkable life, enduring faith, and legacy of service to others.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 25<sup>th</sup> day of August 2026.



*Keith W. Babb, Jr.*

Mayor Keith W. Babb, Jr.

*Isabelle J. McDonald*

Vice Mayor Isabelle J. McDonald

*Sanquetta Cowan-Williams*

Commissioner Sanquetta Cowan-Williams

*Everett D. McPherson, Sr.*

Commissioner Everett D. McPherson, Sr

*James H. Scott*

Commissioner James H. Scott

# PROCLAMATION

**WHEREAS**, the City of Pahokee is honored to recognize and celebrate the remarkable life of Mrs. Mattie Butler, who celebrated her 101<sup>st</sup> birthday on August 3, 2026; and

**WHEREAS**, Mrs. Butler was born on August 3, 1925, in Georgia, and her family later migrated to Pahokee, where they established their roots and became part of the fabric and history of the Pahokee community; and

**WHEREAS**, Mrs. Butler has been blessed with more than a century of life, faith, love, wisdom, and service, becoming a cherished member of the Pahokee community and an inspiration to generations; and

**WHEREAS**, throughout her life, Mrs. Butler has demonstrated a deep and abiding love for God and has devoted herself to serving others, including through her work as a missionary and her compassion for those who were sick or in need; and

**WHEREAS**, Mrs. Butler's life has been defined by kindness, generosity, faith, and a willingness to help others, reflecting the spirit of service and compassion that strengthens families and communities; and

**WHEREAS**, Mrs. Butler has developed a deep and enduring love for the City of Pahokee, a community that has been home to her family and an important part of her life's journey; and

**WHEREAS**, reaching the remarkable age of 101 is a milestone worthy of celebration, and Mrs. Butler's life represents a legacy of faith, perseverance, service, and love that serves as an example to us all; and

**WHEREAS**, the City of Pahokee is proud to join Mrs. Butler's family, friends, and the entire community in celebrating her extraordinary 101 years of life and expressing gratitude for the many lives she has touched.

**NOW, THEREFORE**, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and residents of the City of Pahokee, do hereby recognize and honor **Mrs. Mattie Butler on the occasion of her 101<sup>st</sup> Birthday**, and extend our heartfelt congratulations, appreciation, and best wishes as we celebrate her remarkable life, enduring faith, and legacy of service to others.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this  
25<sup>th</sup> day of August 2026.



*Keith W. Babb, Jr.*

Mayor Keith W. Babb, Jr.

*Isabelle J. McDonald*

Vice Mayor Isabelle J. McDonald

*Sanquetta Cowan-Williams*

Commissioner Sanquetta Cowan-Williams

*Everett D. McPherson, Sr.*

Commissioner Everett D. McPherson, Sr

*James H. Scott*

Commissioner James H. Scott

# CITY OF PAHOKEE



## MINUTES

### **City Commission Regular Meeting**

Tuesday, August 11, 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 6:05 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

Chan Bryant Abney, Acting City Attorney

Nylene Clarke, City Clerk

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

Motion made by Commissioner Cowan-Williams to accept moving Item 4 to Item 2. Duly seconded by Commissioner McPherson 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 - Pahokee/Canal Point School Principles, led by School Board Member Marcia Andrews and Glades Regional Superintendent Dr. Angela Avery-Moore
2. Proclamation - Honoring and Recognizing Pahokee Middle-Senior High School Robotics Program
3. Presentation - Affordably Lavish - Christina Anthony and Abeo Manning
4. Presentation - Consultant Services Update and Contract Performance Report - Angela Reyes, AMBR-Owner of Angela Reyes, LLC

### F. CONSENT AGENDA

1. July 14, 2026 City Commission Meeting Minutes
2. July 17, 2026 City Commission Budget Workshop 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 2026-02 (SECOND 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.

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

The public hearing opened at 7:50 PM. Hearing no comments, the public hearing closed at 7:51 PM.

Motion made by Commissioner McPherson to accept Ordinance 2026-02 (Second Reading). Duly seconded by Commissioner Cowan-Williams and passed unanimously. Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

2. ORDINANCE 2026-03 (FIRST READING) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING ARTICLE II, SECTION 2-29 ENTITLED “ORDER OF BUSINESS”; ADDING A REPORT OF THE CITY CLERK TO THE ORDER OF BUSINESS; RENUMBERING AND REORDERING AS NECESSARY; 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 Acting City Attorney and was explained by the City Manager.

Motion made by Commissioner McPherson to accept Ordinance 2026-03 (First Reading). Duly seconded by Commissioner Cowan-Williams and passed unanimously. Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

## **I. RESOLUTION(S)**

1. RESOLUTION 2026-43 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING THE EXECUTION AND SUBMISSION OF THE FLORIDA LEAGUE OF CITIES, INC. 2026 ANNUAL CONFERENCE DESIGNATION OF VOTING DELEGATE FORM; CONFIRMING MAYOR KEITH W. BABB, JR. AS THE CITY OF PAHOKEE'S VOTING DELEGATE FOR THE 2026 ANNUAL BUSINESS MEETING; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

Motion made by Commissioner Cowan-Williams to accept Resolution 2026-43. Duly seconded by Commissioner Scott and passed unanimously. Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

2. RESOLUTION 2026-44 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE PAHOKEE MIDDLE/SENIOR HIGH SCHOOL 2026 HOMECOMING PARADE AND AUTHORIZING AN APPLICATION FOR A PARADE PERMIT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

Motion made by Commissioner McPherson to accept Resolution 2026-44. Duly seconded by Vice Mayor McDonald and passed unanimously.

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

3. RESOLUTION 2026-45 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A CITY COMMISSION CIVILITY AND DIGNITY PLEDGE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

Motion made by Vice Mayor McDonald to accept Resolution 2026-45. Duly seconded by Commissioner Scott and failed (1-4).

Voting Yea: Vice Mayor McDonald

Voting Nay: Mayor Babb, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

4. RESOLUTION 2026-46 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE UPDATED CITY FACILITIES RENTAL APPLICATION AND AGREEMENT, AS SET FORTH HERETO IN COMPOSITE 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 Acting City Attorney and was explained by the City Manager.

Motion made by Commissioner Cowan-Williams to table Resolution 2026-46. 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

**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**

Motion made by Vice Mayor McDonald, as a future agenda item, soliciting a company for the forensic audit. Duly seconded by Commissioner Scott and passed (4-1).

Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner McPherson, Commissioner Scott

Voting Nay: Commissioner Cowan-Williams

Motion made by Commissioner McPherson, as a future agenda item, the use of discretionary funds to make a donation to the Pahokee High School Volleyball Team, in the amount of \$500. Duly Seconded by Commissioner Scott and passed unanimously.

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

Motion made by Commissioner McPherson, as a future agenda item, to see if the County has a tractor with a bush hog attached and if not, get quotes. Duly seconded by Commissioner Scott and passed unanimously.

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

**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 Vice Mayor McDonald to adjourn the meeting. Duly seconded by Commissioner Cowan-Williams 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 9:11 PM.

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Mayor Keith W. Babb, Jr.

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ATTEST: Nylene Clarke, CMC, City Clerk



## AGENDA

### MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda L. Bryant, City Manager

FROM: Office of the City Clerk

SUBJECT: Approval of Statement of Work with CivicPlus for Website Migration

DATE: May 12, 2026

#### **GENERAL SUMMARY/BACKGROUND:**

CivicPlus currently provides proprietary website services for more than 300 municipalities throughout Florida, including 30 of the 39 municipalities within Palm Beach County, such as the Cities of Pahokee, Belle Glade, and South Bay.

This item is necessary to allow CivicPlus to migrate the City's website from the obsolete WebOpen platform to the Municipal Websites Central platform. The proposed migration will provide several key benefits, including:

- **ADA Compliance:** The new platform is designed to support compliance with accessibility standards under the Americans with Disabilities Act (ADA), improving usability for all residents.
- **Cybersecurity Enhancements:** The platform includes advanced security features, including Cloudflare Web Application Firewall (WAF) and Content Delivery Network (CDN), to protect against cyber threats and ensure website reliability.
- **Modern Functionality:** Municipal Websites Central offers improved content management tools, mobile responsiveness, and user-friendly design features that enhance public engagement and staff efficiency.

#### **BUDGET IMPACT:**

The Statement of Work provides for a recurring annual cost of \$7,100 beginning October 1, 2026 (FY 2026–2027), with a 5% annual uplift thereafter. CivicPlus has agreed to adjust the renewal cycle from September 1 to October 1; therefore, the initial term charge of \$7,691.66 includes a prorated amount of \$591.66 for the month of September 2026.

Funding for this expense is currently earmarked in Account 1.590000.367 (Non-Departmental – Other Charges), and all funds will be expended in accordance with the adopted 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 the item.

#### **ATTACHMENTS:**

Resolution 2026-47

**RESOLUTION 2026-47**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN AGREEMENT WITH CIVICPLUS FOR THE MIGRATION OF THE CITY'S WEBSITE TO THE MUNICIPAL WEBSITES CENTRAL PLATFORM; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; DETERMINING CIVICPLUS TO BE A SOLE SOURCE VENDOR FOR PROPRIETARY SERVICES PROVIDED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pahokee ("City") currently utilizes CivicPlus as its website provider through the WebOpen platform; and

**WHEREAS**, the WebOpen platform has become obsolete and no longer meets current standards for municipal website functionality, accessibility, and cybersecurity; and

**WHEREAS**, CivicPlus provides a proprietary municipal website platform known as Municipal Websites Central, also referred to as CivicEngage, which includes integrated accessibility tools, content management functionality, cybersecurity protections, and hosting services specifically designed for local governments; and

**WHEREAS**, the proposed migration to the Municipal Websites Central platform will provide enhanced ADA compliance features, Cloudflare Web Application Firewall (WAF) and Content Delivery Network (CDN) protections, mobile responsiveness, and improved content management capabilities; and

**WHEREAS**, the City Commission finds that CivicPlus and its CivicEngage/Municipal Websites Central platform are sufficiently unique and proprietary in nature to constitute a sole source vendor exempt from competitive bidding pursuant to Article VII, Section 2-272(4)(c) of the City of Pahokee Code of Ordinances; and

**WHEREAS**, continuity of services and compatibility with the City's existing website infrastructure make it in the best interest of the City to continue utilizing CivicPlus for said services; and

**WHEREAS**, the Agreement attached hereto as Exhibit "A" outlines the scope of services and recurring costs associated with the migration and hosting services, including an annual recurring cost of \$7,100 beginning October 1, 2026, with a 5% annual increase thereafter; and

**WHEREAS**, CivicPlus has agreed to modify the renewal cycle from September 1 to October 1, resulting in an initial prorated charge of \$591.66 for September 2026, for a first-term total of \$7,691.66; and

**WHEREAS**, the City Commission finds it to be in the best interest of the City to approve the Agreement with CivicPlus.

**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. Approval and Authorization. The City Commission of the City of Pahokee, Florida hereby approves the Agreement with CivicPlus, attached hereto as Exhibit “A”, for migration of the City’s website to the Municipal Websites Central platform and related hosting, accessibility, and cybersecurity services. The Mayor is hereby authorized to execute the Agreement on behalf of the City.

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

**PASSED AND ADOPTED** this 25<sup>th</sup> day of August, 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) |

**EXHIBIT "A"**

**AGREEMENT FOR WEBSITE MIGRATION SERVICES**

(ATTACHED)

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-97658-1  
5/7/2026 12:21 PM  
8/31/2026

**Client:**  
City of Pahokee, FL

**Bill To:**  
PAHOKEE CITY, FLORIDA

| SALESPERSON      | Phone        | EMAIL                          | DELIVERY METHOD | PAYMENT METHOD |
|------------------|--------------|--------------------------------|-----------------|----------------|
| Dan Dobrosielski | 785-706-9401 | dan.dobrosielski@civicplus.com |                 | Net 30         |

One-time(s)

| QTY  | PRODUCT NAME                                                  | DESCRIPTION                                                                                                                                                                                                     | 12 Month Value |
|------|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.00 | DNS and Domain Hosting Setup                                  | DNS and Domain Hosting Setup: <a href="https://www.cityofpahokee.com">https://www.cityofpahokee.com</a>                                                                                                         | USD 0.00       |
| 1.00 | Municipal Websites Central: Migration Standard Implementation | Includes full setup and configuration of website design selected from 1 of 10 layout options                                                                                                                    | USD 0.00       |
| 1.00 | Municipal Websites Central: Meeting Migration                 | All publicly available word / pdf formatted meetings and agendas migrated                                                                                                                                       | USD 0.00       |
| 1.00 | Municipal Websites Central: Content Migration                 | All publicly available non-time sensitive published content migrated while maintaining formatting. Spelling & Links check completed.                                                                            | USD 0.00       |
| 1.00 | Municipal Websites Central: Group Training                    | Blended system training, online learning paired with access to a trainer for questions and learning reinforcement. Migration of the current year plus two previous years of simple meeting agendas and minutes. | USD 0.00       |
| 1.00 | AudioEye Managed Implementation                               | AudioEye Managed Implementation                                                                                                                                                                                 | USD 0.00       |

## Recurring Service(s)

| QTY  | PRODUCT NAME                                                        | DESCRIPTION                                                                                                                                                                                                                                | 12 Month Value |
|------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.00 | Municipal Websites Central: Starter Standard Annual Fee             | Municipal Websites Central : Starter Standard Annual Fee                                                                                                                                                                                   | USD 4,000.00   |
| 1.00 | Municipal Websites Central: Starter Hosting and Security Annual Fee | Municipal Websites Central: Module Based Hosting and Security Annual Fee                                                                                                                                                                   | USD 0.00       |
| 1.00 | Guardian Security (Cloudflare WAF/CDN)                              | Cloudflare Tier 1 WAF/CDN security protection                                                                                                                                                                                              | USD 600.00     |
| 1.00 | DNS and Domain Hosting Annual Fee                                   | DNS and Domain Hosting Annual Fee: <a href="https://www.cityofpahoee.com">https://www.cityofpahoee.com</a>                                                                                                                                 | USD 0.00       |
| 1.00 | SSL Management CivicPlus Provided                                   | SSL Management CivicPlus Provided: <a href="https://www.cityofpahoee.com">https://www.cityofpahoee.com</a>                                                                                                                                 | USD 0.00       |
| 1.00 | Municipal Websites Central: AI Editing Assistant                    | AI Editing Assistant is an optional CivicPlus Municipal Websites Central feature that lets authorized users create and improve content using integrated AI tools to generate, summarize, rewrite, and polish text across supported fields. | USD 0.00       |
| 1.00 | AudioEye Managed                                                    | AudioEye Managed: <a href="https://www.cityofpahoee.com">https://www.cityofpahoee.com</a>                                                                                                                                                  | USD 2,500.00   |

|                                               |              |
|-----------------------------------------------|--------------|
| List Price - Initial Term Total               | USD 9,635.59 |
| Total Investment - Initial Term               | USD 7,691.66 |
| Annual Recurring Services (Subject to Uplift) | USD 7,100.00 |

|                               |                                                                                     |
|-------------------------------|-------------------------------------------------------------------------------------|
| Initial Term                  | 9/1/2026 - 9/30/2027, Renewal Term 10/1 each calendar year                          |
| Initial Term Invoice Schedule | 100% invoiced on 10/1/2026                                                          |
| Renewal Procedure             | Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date |
| Annual Uplift                 | 5% to be applied in year 2                                                          |

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-97658-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client SignatureCivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



# Proposal

Valid for 60 days from date of receipt

# Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to develop technology solutions that empower local government staff to manage daily operations efficiently without depending on paper-based processes or complex systems.

Today, CivicPlus provides public sector technology that provides intelligent automation for staff and a unified experience for residents. CivicPlus solutions help increase process efficiency by up to 40%, freeing staff to improve community engagement. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a singular experience for residents and staff.

## OUR PORTFOLIO INCLUDES:

- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Mass Notification
- Social Media Archiving
- NextRequest
- Recreation Management
- SeeClickFix 311 CRM
- Municode Codification
- Process Automation and Digital Services
- Community Development
- Asset Management
- Utility Billing
- Resident Portal

## Company Contact Information

302 S. 4th Street, Suite 500  
Manhattan, KS 66502  
Toll Free: 888.228.2233  
Fax: 785.587.8951  
[civicplus.com](http://civicplus.com)



# Experience & Recognition

**25+** Years

**13,000+** Customers

**950+** Employees

With public service in our DNA, our 25-year heritage of success is fueled by the expertise of our product innovators—many of whom served in local government. Our commitment to deliver impactful solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government technology. We are proud to have earned the trust of our over 13,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

We're proud to be recognized in various ways for our dedication and service to our customers.

- Winner of multiple Stevie® Awards, the world's top honors for customer service, sales professionals, and more.
- Designated a top-100 U.S. company by Government Technology magazine for making a difference in the public sector.
- Selected by Inc. Magazine as "One of the Fastest Growing Privately-Held Companies in the U.S." each year since 2011.
- Certified™ by Great Place To Work®, which is a prestigious award is based entirely on what current employees say about their working experience.



# The Best-Run Local Governments Run on CivicPlus Technology

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services. However, they struggle with budget cutbacks and technology constraints. With CivicPlus, leaders can finally overcome the perpetual trade-off between the demand for better services and the realities of operational resources, by leveraging the unique Civic Impact Platform to deliver both unmatched end-to-end automated efficiency and truly unified, delightful resident experiences.

CivicPlus is the only government technology company exclusively committed to being a trusted partner for impact-led government, enabling our customers to efficiently keep our communities informed, involved, and connected using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, our customers increase revenue and operate more efficiently while nurturing trust among residents.

# The Civic Impact Platform

The comprehensive Civic Impact Platform delivers unmatched end-to-end efficiency, supercharging staff impact through intelligent automation, and unlocking collaboration in and across departments. At the same time, this unique platform delivers a truly unified residence experience, delighting residents with a singular profile and single sign-on for friction-free, no-hassle services. With CivicPlus, your team is always change-ready, staying a step ahead of disruption, whether evolving compliance and accessibility requirements, civil emergencies, and more.



## IMPACT-LED GOVERNMENT

Impact-led government aims to create lasting community change by improving and modernizing processes with automation, collaboration, and data insights. This approach helps staff work efficiently and makes services more accessible, addressing needs proactively. Our Civic Impact Platform is guided by five core principles:

1. **Modernize and connect every function:** Work better together through intelligent automation, efficiency, and stronger collaboration.
2. **Deliver a singular, personalized resident experience:** Replace hassle with friction-free delight, delivering a unified profile and intuitive, consistent experiences.
3. **Supercharge staff impact:** Boost staff performance with automated tasks, data-driven decisions, and aligned priorities and processes.
4. **Strengthen compliance, accessibility, and readiness:** Forward-thinking best practices and continuous adaptation.
5. **Consolidate on a comprehensive, purpose-built platform:** Choose solution breadth, eliminate multiple vendors, and gain compounding value over time.

# CivicPlus Resident Portal

## THE NEXT EVOLUTION IN DIGITAL RESIDENT ENGAGEMENT

CivicPlus Portal is a mobile-friendly, personalized online hub from which residents can quickly, easily, and securely obtain information, access resources, discover services, complete transactions, and interact with their local government administration. It is the public gateway to the Civic Impact Platform, empowering resident self-service from one central location for everything from submitting forms, referencing recent legislation, and engaging with public meetings to managing individual alert and notification preferences.



### Personalized Resident Benefits:

- One username, password, or popular platform-enabled single sign-on (via Facebook, Google, Microsoft, or Apple) to securely manage their user profile and interact with all their government resources and information.
- A personalized, customizable dashboard that serves as the launchpad to save frequently accessed digital services, view past interactions, bookmark frequent payment options, and stay up to date with featured, meaningful content.
- Anytime, anywhere access from any device.
- Enabling self-service form viewing, submission, and payments to support a variety of digital transactions from parking permits and business licenses to pet adoptions.
- Easy management of individual communication preferences related to routine and emergency alerts, website newsletters, and agenda & meeting notifications from one single view.
- A centralized hub to submit and track requests, such as public records requests, non-emergency issues, and code enforcement complaints and violations.

### Staff and Administrator Benefits:

- A low-maintenance tool for administrators to easily spotlight information, share content, and link to services to further promote local government initiatives while improving public transparency and trust.
- Ability to consolidate digital services from multiple CivicPlus and third-party solutions into one intuitive, accessible, and responsive interface.
- Consolidation of siloed alerts and notifications from the variety of solutions you control into a single view residents to sign up for and manage.
- Localization of cross-department payments and forms in one place, including those from CivicPlus and third-party solutions, enhancing residents' convenience for increased payments and engagement.
- Multi-factor authentication options and optimized for security and accessibility.



# Support Services

## TECHNICAL SUPPORT

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available to assist with any questions or concerns regarding the technical functionality and usage of your new solution.

CivicPlus Technical Support hours typically span between 7 a.m. to 7 p.m. CST, but vary by product. You can access a Technical Support Team via a toll-free number as well as an online email support system for users to submit technical issues or questions. Our current initial response time is 4-hours for email tickets during normal hours. Further, emergency technical support for urgent requests is available 24/7 for designated, named points-of-contact for most products.



### Award-Winning Support

CivicPlus has been honored with four Gold Stevie® Awards, eight Silver Stevie® Awards, and eleven Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

## CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. The Help Center also provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

## CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to engage your residents most effectively.

# Proposal Disclaimer

### Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.





# Municipal Websites Central Starter



## Web Open to Central Starter: Standard Implementation

# Meet Central Starter

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Central Starter is a website solution created with smaller governments in mind. Teams of any size can quickly design and launch a world-class website to put information, resources, and services at the fingertips of their residents.

- Boost engagement and build a beautiful and functional website with pre-built templates and design tools anyone can use
- Match the needs of your community with a flexible solution designed for easy customizations
- Streamline communications with interconnected channels for publishing news, alerts, and events
- Build staff efficiencies with built-in modules for website FAQs, forms, agendas and documents, and a staff directory
- Boost security and rest easy with enterprise-grade security and a website designed for accessibility

## Why Move from Web Open to Central Starter?

Shifting from Web Open to Central Starter enables you to increase design capabilities as well as security and stability. Central Starter includes the top 12 modules from our Web Central solution, giving you all the core functionality you need on our most stable and proven foundation.

- Unlock expanded design capabilities with drag-and-drop editing, beautiful templates, and even greater design flexibility
- Rest easy with a proven, stable, long-term solution already chosen by over 4,000 municipalities with a 95% product satisfaction rate
- Boost ease-of-use with an even more streamlined platform to help you manage content, communications, and publication with ease
- Let us do the heavy lifting with a team dedicated to deeply understanding your goals and shepherding the transition smoothly
- Choose a solution that grows with you with a website designed to integrate with the Civic Impact Platform, which includes request management, agenda and meeting management, social media archiving, expanded mass notification capabilities, and a single resident portal



# CMS Features & Functionality



Central Starter (CMS) is a comprehensive content management system designed to help local governments build websites that connect with residents effectively. With configurable layouts, simplified content management, and integrated tools for communication and resident self-service, CivicPlus websites streamline the timely delivery of essential information and services. This empowers local governments to consistently provide positive civic experiences for residents and peace of mind for staff with streamlined communication processes.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

## 12 Included Modules

### AGENDA CENTER

#### **Boost transparency around public meetings**

Attach meeting agendas directly to calendar events, giving residents a single, convenient location to access meeting materials and improving transparency.

### ALERT CENTER

#### **Communicate immediately in emergencies**

Publish critical alerts and notices directly on your homepage with eye-catching banners, and automatically send email, text, and social media notifications—all in one step.

### CALENDAR

#### **Drive awareness and engagement**

Schedule events and public meetings with ease, automatically sending email notifications, text messages, and social media updates when new events are added.

### DOCUMENT CENTER

#### **Stay organized and post documents quickly**

House your website's documents and images in one organized location and easily place those assets throughout your website.



# FAQS

## Put answers at the fingertips of residents

Answer frequently asked questions to cut down on phone and foot traffic. Manage FAQs in one central location and post the right FAQs to the right pages.

# FORM CENTER

## Digitize your forms for a better resident experience

Provide a library of customizable online forms for applications, registrations, and feedback, enabling residents to complete tasks easily and independently.



# GRAPHIC LINKS

## Make the most important pages pop

Put links to top pages right at residents' fingertips with eye-catching icon links to the most important pages on your site.

# INFO ADVANCED

## Match branding and navigation to your needs

Customize your website with logos, footer elements, a just-right mega nav, and more. Ensure navigation reflects the needs and interests of your community—not the presets of a template.

# NEWS FLASH

## Keep residents in the know

Post press releases and stories of interest for your residents, making it easy for them to stay current on updates and events and boosting a sense of transparency.

# NOTIFYME®

## Streamline routine and urgent communications

Unify communications with a powerful notification tool that works across modules. Trigger automatic alerts for new calendar entries, News Flash items, job postings, and bid updates, eliminating duplicate data entry and maximizing communication efficiency.

# QUICK LINKS

## Make it easy for residents to find the info they care about

Place links to the most popular pages or common inquiries right on your home page, replacing frustrating web searches with one-click access.

## STAFF DIRECTORY

### Help residents connect with the right person

List contact information for all departments, divisions, and/or employees. Manage updates from one central location so they instantly update throughout your site.

## Additional Modules

**Blog** – Post opinions/information about various community topics and allow resident comments and subscriptions.

**Opinion Poll** – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages, to grab their attention and quickly capture their responses to your polls. Polling helps with gathering and evaluating resident feedback, increasing resident engagement, and understanding your community.

**Photo Gallery** – Display photos of parades, local sporting events, or historical locations through albums or slideshows. Users can vote on favorites or share via email and social media.

**Archive Center** – Manage and retain serial and older documents.

**Real Estate Locator** – Lets community members list and manage residential and commercial properties separately, with dedicated search functions. Users can post and manage listings 24/7 after setting up a profile and paying a subscription fee, while administrators can approve or auto-publish listings.

**Resource Directory** – Use the Resource Directory to showcase information on local businesses and/or community resources.

**Activities** – Create and post activities, events, and classes so residents can register for them and even pay online. Your administrators can view and create rosters. The Activities module integrates with the Facilities module so residents can view the location of the activity.

**Facilities & Reservations** – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

**Job Postings** – Post available jobs online and accept online applications.

**Bids** – Post open bid opportunities for contractors to view available work, download supporting documentation, receive notifications on posted opportunities and submit bid applications online.

## Administrative Features

The administration of your Central Starter website is browser-based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.



**Administrative Dashboard** – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.

**Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.

**Dynamic Page Components** – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

**History Log** – Track changes made to your website.

**Intranet** – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.

**Levels of Permissions** – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

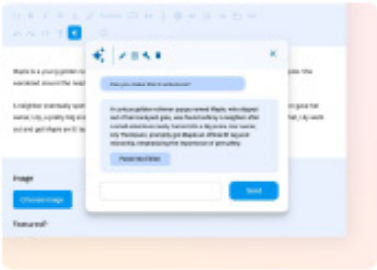
**Pending Approval Items** – Administrators have access to a queue of pending items to be published or reviewed.

**Website Statistics** – Provided website analytics for analysis.

## USER-FRIENDLY FEATURES

Not only is Web Central easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

**AI Editing Assistant** – Create clear, consistent, and accessible content. Integrated into familiar tools like Pages, News Flash, Notify Me, and FAQs, the AI Editing Assistant improves grammar, tone, and compliance with plain language standards in real time. Key benefits include faster content polishing, streamlined editing workflows, and adding multi-lingual content all with secure, optional use that never stores data or trains external models. Opt-in to take advantage of these features at no additional cost.



**Automatic Alt Tags** – Built-in features assist with ongoing ADA compliance of your website.

**Credit Card Processing** – Web Central is integrated with select external payment processors to accept payments on your website (separate agreement must be made directly between you and the supported external processor of your choice). Additional fees apply.

**Preset Styling Standards and Ongoing Styling Flexibility** – Site changes automatically inherit design standards and styles that you’ve set up for your homepage, interior layouts, and simple layouts. This keeps your website looking clean and always matching. We also offer large amounts of flexibility with placement and styles on an ongoing basis. As you edit your website, you can easily adjust the location and style of widgets, content, carousels, lists, calendars, etc. to meet the look and feel you need for that area.

**Link Redirects** – Instead of sending your users to <https://www.civicplus.com/blog/ce/government-website-awards-city-county-municipal/>, you can send them to <http://civicplus.com/awards>.

**Live Edit** – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

**Maps** – Easily embed maps from Google, ESRI, and more using the HTML widget.

**Mega Menu** – A main navigation menu makes it easy to get to any page on your website quickly.

**Predictive Site Search** – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

**Site Search Log** – All search words are kept in a log.

**Real Simple Syndication (RSS) Feeds** – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

**Responsive Design** – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience.

**Social Media** – Set various modules to automatically post to your Facebook and/or X (formerly Twitter) feeds and incorporate compatible social media feeds and widgets into your website.

**Supported Browsers** – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

**Third-Party Access** – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications right from your website.

**Translation** – Integration with Google Translate translates web pages into over 100 languages.

## ACCESSIBILITY COMPLIANCE

With more than 1 in 4 (~28.7%) adults in the United States living with a disability, CivicPlus helps governments ensure that critical resources are available to all residents. Our commitment to accessibility is visible through VPATs and third-party audits that can confirm you're working with a trusted and experienced partner. Our multi-faceted approach sets you up for success:

- CivicPlus Municipal Websites are highly accessible by design, aligning toward WCAG 2.1. For transparency, we provide annual third-party audits (VPATs) for each of our products.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up to date with the latest ADA/WCAG standards.
- Your staff can use the Accessibility Checker included within the CMS to scan content created in the editor for accessibility issues so you can correct them before publishing.
- Any new regulations that require code changes are reviewed by our product team at least quarterly. Depending on the regulation, our product team plans and executes necessary changes with no additional effort required from you.
- Our product team updates our best practices and provides regular updates to customers via the CivicPlus website, blog articles, webinars, and other publications.

Additionally, CivicPlus offers an extensive suite of accessibility tools, including industry-leading integrations to help customers maintain compliance and prepare for the transition to WCAG 2.2. Due to the dynamic nature of website content updates, ongoing accessibility solutions can be incredibly beneficial in ensuring sustained accessibility compliance. CivicPlus provides three long-term web accessibility solutions offering varying approaches to help with your compliance maintenance challenges:

- AudioEye Managed: Accessibility tools and services for WCAG 2.2 compliance
- Acquia Web Governance: Website Governance & Compliance Tools
- Allyant CommonLook Document Remediation

Additional details and/or a quote can be provided upon request.



# Existing Subsite to Standard Department Header Package

We will evaluate your current scope of work and in the event it includes a Subsite, we will replace it with a Standard Department Header Package.

## STANDARD DEPARTMENT HEADER PACKAGE

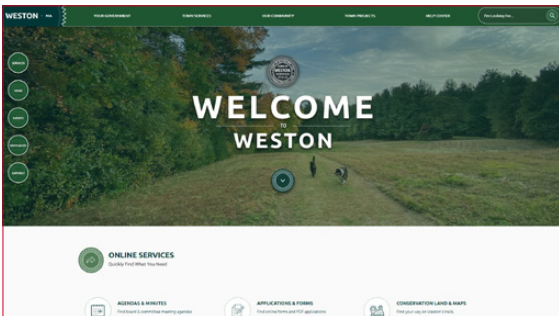
A Department Header Package is a cost-effective way for a department or division to informatively and graphically differentiate themselves from the look of the main website while leveraging consistent CMS administration. The Standard Department Header Package shares CMS login and modules with the main website. Further, it inherits the structural layout, widgets, and design styles from the main website.

A Standard Department Header Package includes department specific:

- Site URL (if applicable)
  - SSL Certificate / DNS & Hosting (if applicable)
  - Site Identifier / Logo
  - Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
  - Graphic Links
  - Widget Content

## Design Examples

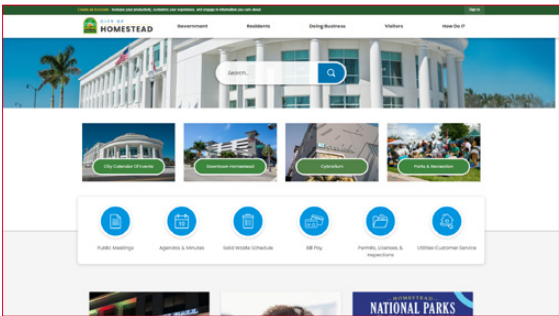
The examples provided below are representative of attributes found in a Standard Department Header Package, but may not expressly reflect the design package of your main website.



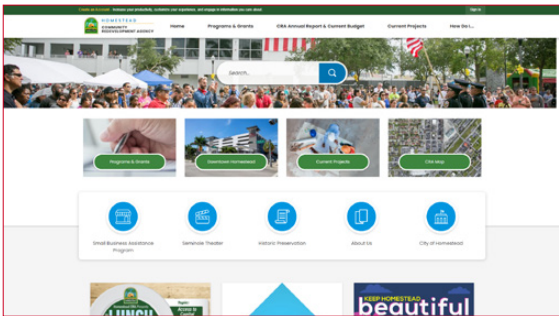
Weston, MA - Main Website



Police Department Header



Homestead, FL- Main Website



Community Redevelopment Department Header

# Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. We offer secure data center facilities, constant and vigilant monitoring, and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are we have an option that will be a fit for your community.

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Data Center                     | <ul style="list-style-type: none"> <li>• Highly reliable data center &amp; secure facility</li> <li>• Managed network infrastructure</li> <li>• On-site power backup &amp; generators</li> <li>• Multiple telecom/network providers</li> <li>• Fully redundant network</li> <li>• System monitoring – 24/7/365</li> </ul>                                                                                                                                                                                        |
| Bandwidth                       | <ul style="list-style-type: none"> <li>• Multiple network providers in place</li> <li>• Burst bandwidth – 22 Gb/s</li> <li>• Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)</li> </ul>                                                                                                                                                                                                                                                                 |
| Hosting                         | <ul style="list-style-type: none"> <li>• Web Central software updates</li> <li>• Server management &amp; monitoring</li> <li>• Multi-tiered software architecture</li> <li>• Server software updates &amp; security patches</li> <li>• Database server updates &amp; security patches</li> <li>• Antivirus management &amp; updates</li> <li>• Server-class hardware from nationally recognized provider</li> <li>• Redundant firewall solutions</li> <li>• High performance SAN with N+2 reliability</li> </ul> |
| Disaster Recovery               | <ul style="list-style-type: none"> <li>• Emergency after-hours support, live agent (24/7)</li> <li>• On-line status monitor by Data Center</li> <li>• 8-hour guaranteed recovery TIME objective (RTO)</li> <li>• 24-hour guaranteed recovery POINT objective (RPO)</li> <li>• Pre-emptive monitoring for disaster situations</li> <li>• Multiple, geographically diverse data centers</li> </ul>                                                                                                                 |
| DDoS Mitigation                 | <ul style="list-style-type: none"> <li>• Defined DDoS Attack Process</li> <li>• Identify attack source and type</li> <li>• Monitor attack for threshold* engagement</li> </ul>                                                                                                                                                                                                                                                                                                                                   |
| DDoS Advanced Security Coverage | <ul style="list-style-type: none"> <li>• Not Included - additional coverage available at time of event (fees will apply)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                              |

\*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack



# Implementation

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## Standard Project Timeline

Design creation, content development, professional consulting, configuration for usability and accessibility, dedicated training—CivicPlus delivers all of this and more during the development of your new website.

A typical standard project ranges from 9-12 weeks. Your exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors. Your project timeline, tasks, due dates, and communication will be managed and available in real-time via our project management software, Cloud Coach.

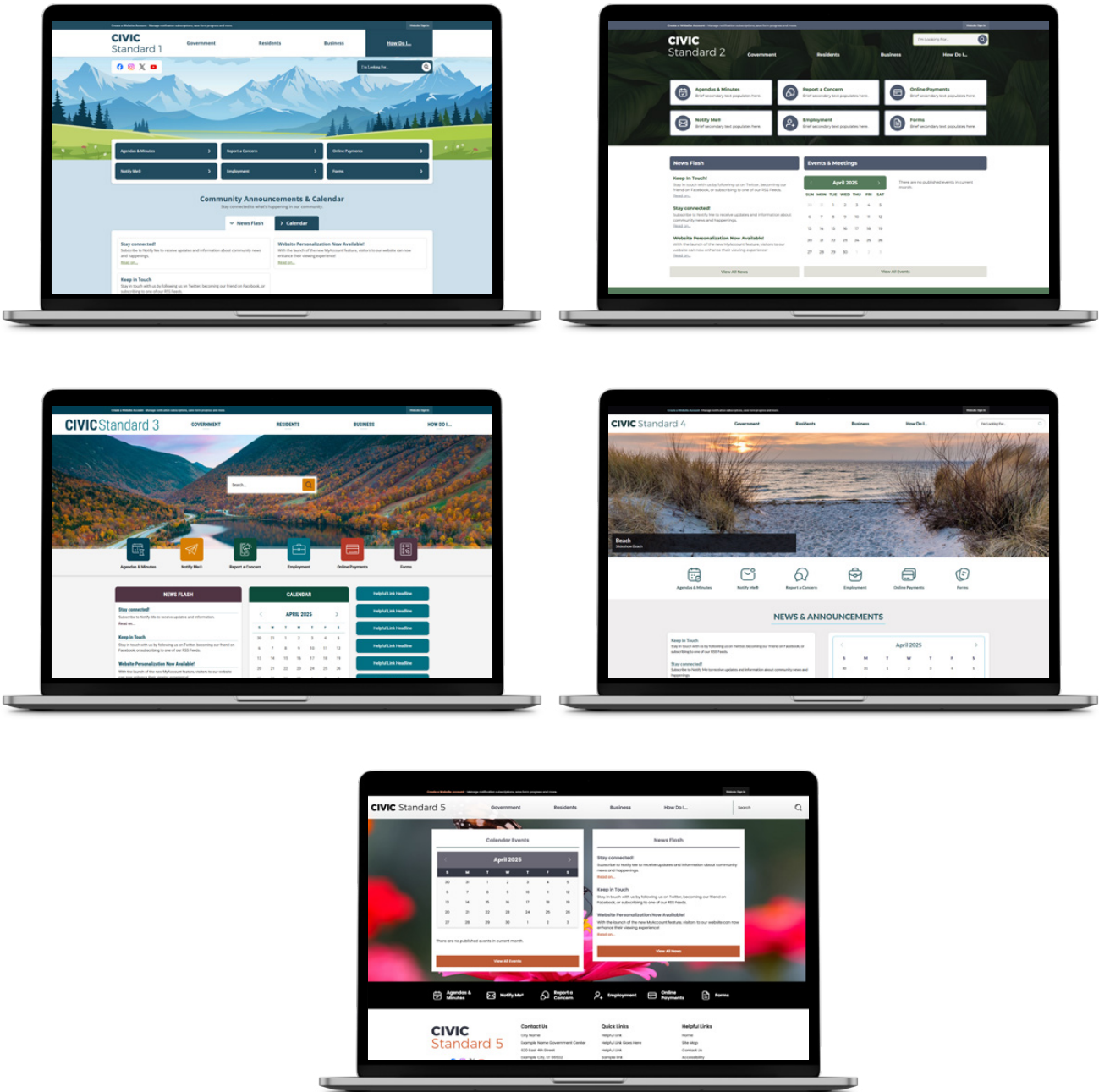
|                                                   |          |                                                                                                                                                                                                      |
|---------------------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PHASE 1: INITIATE & ANALYZE                       | ~2 Weeks | <ul style="list-style-type: none"><li>• Project Kickoff Email</li><li>• Planning &amp; Scheduling</li><li>• Customer Deliverable Submission</li></ul>                                                |
| PHASE 2: CONTENT IMPLEMENTATION & DESIGN CREATION | ~5 Weeks | <ul style="list-style-type: none"><li>• Site Map Creation</li><li>• Content Implementation</li><li>• Design Creation</li><li>• Google Analytics Account Creation</li><li>• Quality Control</li></ul> |
| PHASE 3: EDUCATE                                  | ~1 Week  | <ul style="list-style-type: none"><li>• Group Training</li></ul>                                                                                                                                     |
| PHASE 4: LAUNCH                                   | ~1 Week  | <ul style="list-style-type: none"><li>• Project Scope Completion</li><li>• Website Launch</li></ul>                                                                                                  |

# Standard Package Designs

You will choose one of our fixed layout options as the base of your website. You will then be given the opportunity to submit personalized information, like imagery, branding, graphic button preferences, and more to be taken into design consideration. This finalized design will not only represent your unique community, but—combined with the functionality of the Central Starter CMS—will help you provide an attractive and convenient online resource for your community.

## LAYOUT OPTIONS

Choose one of five government website design options with the idea that design can be customized with brand colors, logos and images unique to your community.



# Optional Enhancements

## AudioEye for Websites

CivicPlus is the exclusive local government provider of AudioEye’s full service accessibility offering. AudioEye’s industry-defining digital accessibility hybrid offering helps deliver website remediations efficiently and affordably for organizations of all sizes. The AudioEye platform leverages a decade of investment in advanced technology supported and informed by a team of dedicated IAAP-certified professionals to help deliver improved access to the web conforming to Web Content Accessibility Guidelines (WCAG) 2.2 has never been easier.

### AudioEye

- AudioEye Managed
- Proprietary automated testing suite
- Detect Section 508 and WCAG 2.2 Success Criteria violations
- AudioEye engineers remediate accessibility issues
- Compliance monitoring
- Manual technical analysis and usability testing
- AudioEye Accessibility Help Desk with Personalization Tools

### AudioEye Managed

- Provides complete digital accessibility compliance auditing and resolution
- End-to-end digital accessibility compliance testing, resolution, validation, and monitoring
- Combines subject matter experts with technology —a team of engineers and manual testers to ensure issues of accessibility are fixed and stay fixed

### AudioEye Accessibility Help Desk with Personalization Tools

- Fully customizable user experience
- Tailored to individual needs regardless of device type, language preference, or preferred method of access
- Users can customize the visual display of the website, the toolkit provides instant personalization
- 24 Hour Help Desk provides accessibility answers from accessibility experts

### Digital Accessibility Platform

- Software as a Services (SaaS), API-first technology
- Offers end-to-end compliance auditing
- Ability to spider, scan, and diagnose entire websites, single blocks of code, and content delivered via API
- Offers flexible resources for proper identification and remediation of the detected issues

AudioEye Trusted Certification



The AudioEye Trusted Certification represents a commitment to accessibility and digital inclusion.

[www.fcc.gov](http://www.fcc.gov) is AudioEye Trusted.

The AudioEye web accessibility certification process involves automatic and manual testing with the goal of identifying and resolving access barriers, conforming with the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG) 2.2 Level AA Success Criteria, and ensuring an optimal user experience for all users, regardless of their individual abilities.

# Upgrade to Guardian Hosting & Security

In today's digital era, local governments require a hosting solution that not only meets their needs but exceeds their expectations. Our Enterprise Level Hosting Solution is designed with local governments in mind, offering unparalleled DDoS protection to safeguard your digital infrastructure from the most aggressive cyber threats. With our state-of-the-art security measures, you can ensure the continuity of critical services, even in the face of sophisticated attacks.

Moreover, we understand the importance of building resident trust through consistent and reliable service availability. That's why we guarantee a high availability of **\*\*99.9% uptime\*\***, ensuring your services are accessible when your residents need them the most. This commitment to uptime translates to less than 8.76 hours of potential downtime annually, demonstrating our dedication to maintaining your operations without interruption.

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Data Center                  | <ul style="list-style-type: none"> <li>• Redundant Power Supply</li> <li>• Uninterruptible Power Supply (UPS) Systems</li> <li>• Enhanced Cooling Infrastructure</li> <li>• Diesel Engine Generators</li> <li>• Energy Storage</li> <li>• Redundant HVAC Systems</li> <li>• N+1 Redundancy</li> <li>• Fully Redundant Network</li> <li>• System Monitoring – 24/7/365</li> </ul>                                                                                                                                                                     |
| Security                     | <ul style="list-style-type: none"> <li>• Web Application Firewall (WAF) Protects Against SQL Injection, Cross-Site Scripting, &amp; Other Threats</li> <li>• OWASP Modsecurity Core Rule Set Guards Against OWASP Top 10 Vulnerabilities</li> <li>• Server Management Services Ensure Smooth Operation &amp; Optimal Performance</li> <li>• Regular Software Updates &amp; Security Patches</li> <li>• Antivirus Management &amp; Updates Protect Against Malware</li> <li>• Continuous System Monitoring for Health &amp; Performance</li> </ul>    |
| Performance                  | <ul style="list-style-type: none"> <li>• Regional Content Delivery Network (CDN) Distributes Cached Content to Minimize Latency &amp; Enhance Reliability</li> <li>• Server-Side Caching with Regional CDN Improves Page Load Times &amp; Content Delivery</li> <li>• Unparalleled Browsing Experience for Users on Your Website or Application</li> </ul>                                                                                                                                                                                           |
| Hosting                      | <ul style="list-style-type: none"> <li>• Enhanced Security and Compliance</li> <li>• CMS software updates</li> <li>• Server management &amp; monitoring</li> <li>• Multi-tiered software architecture</li> <li>• Server software updates &amp; security patches</li> <li>• Database server updates &amp; security patches</li> <li>• Antivirus management &amp; updates</li> <li>• Server-class hardware from nationally recognized provider</li> <li>• Redundant firewall solutions</li> <li>• High performance SAN with N+2 reliability</li> </ul> |
| Disaster Recovery            | <ul style="list-style-type: none"> <li>• Emergency After-Hours Support, Live Agent (24/7)</li> <li>• Online Status Monitor by Data Center</li> <li>• 8-Hour Guaranteed Recovery Time Objective (RTO)</li> <li>• 24-Hour Guaranteed Recovery Point Objective (RPO)</li> <li>• Pre-Emptive Monitoring for Disaster Situations</li> <li>• Multiple, Geographically Diverse Data Centers</li> </ul>                                                                                                                                                      |
| DDoS Protection & Mitigation | <ul style="list-style-type: none"> <li>• Cloudflare's Reverse Proxy to Protect Your Network</li> <li>• Access to Advanced Tools that Defend Against DDoS Attacks</li> <li>• Utilize Cloudflare's Massive Network Capacity of 30 Tbps</li> <li>• A Skilled Team is Always Ready, 24/7, to Stop Any Attacks on Your Digital Assets</li> </ul>                                                                                                                                                                                                          |



# Recurring Redesign

At CivicPlus, we understand trends change daily and we continually analyze different ways to design our websites—making it easier and more user friendly for your residents to navigate. One of our best practices to help keep up with these new trends is by adding a redesign to your project, occurring every four years. Unlike other vendors, our redesigns aren't just changes in the colors or some of the buttons as your staff can do that independently. With a CivicPlus recurring redesign, you can receive a completely brand-new website design and layout after a set number years (as purchased) of continuous service during our partnership. During the redesign, you'll also receive a quality control review to ensure content is as expected with the new design application (although no changes will be made to the content itself). With this new design, you'll stay up to date with current trends and best practices, providing a welcoming yet familiar virtual hub to engage your community.



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-97658-1  
5/7/2026 12:21 PM  
8/31/2026

**Client:**  
City of Pahokee, FL

**Bill To:**  
PAHOKEE CITY, FLORIDA

| SALESPERSON      | Phone        | EMAIL                          | DELIVERY METHOD | PAYMENT METHOD |
|------------------|--------------|--------------------------------|-----------------|----------------|
| Dan Dobrosielski | 785-706-9401 | dan.dobrosielski@civicplus.com |                 | Net 30         |

One-time(s)

| QTY  | PRODUCT NAME                                                  | DESCRIPTION                                                                                                                                                                                                     | 12 Month Value |
|------|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.00 | DNS and Domain Hosting Setup                                  | DNS and Domain Hosting Setup: <a href="https://www.cityofpahokee.com">https://www.cityofpahokee.com</a>                                                                                                         | USD 0.00       |
| 1.00 | Municipal Websites Central: Migration Standard Implementation | Includes full setup and configuration of website design selected from 1 of 10 layout options                                                                                                                    | USD 0.00       |
| 1.00 | Municipal Websites Central: Meeting Migration                 | All publicly available word / pdf formatted meetings and agendas migrated                                                                                                                                       | USD 0.00       |
| 1.00 | Municipal Websites Central: Content Migration                 | All publicly available non-time sensitive published content migrated while maintaining formatting. Spelling & Links check completed.                                                                            | USD 0.00       |
| 1.00 | Municipal Websites Central: Group Training                    | Blended system training, online learning paired with access to a trainer for questions and learning reinforcement. Migration of the current year plus two previous years of simple meeting agendas and minutes. | USD 0.00       |
| 1.00 | AudioEye Managed Implementation                               | AudioEye Managed Implementation                                                                                                                                                                                 | USD 0.00       |

## Recurring Service(s)

| QTY  | PRODUCT NAME                                                        | DESCRIPTION                                                                                                                                                                                                                                | 12 Month Value |
|------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.00 | Municipal Websites Central: Starter Standard Annual Fee             | Municipal Websites Central : Starter Standard Annual Fee                                                                                                                                                                                   | USD 4,000.00   |
| 1.00 | Municipal Websites Central: Starter Hosting and Security Annual Fee | Municipal Websites Central: Module Based Hosting and Security Annual Fee                                                                                                                                                                   | USD 0.00       |
| 1.00 | Guardian Security (Cloudflare WAF/CDN)                              | Cloudflare Tier 1 WAF/CDN security protection                                                                                                                                                                                              | USD 600.00     |
| 1.00 | DNS and Domain Hosting Annual Fee                                   | DNS and Domain Hosting Annual Fee: <a href="https://www.cityofpahoee.com">https://www.cityofpahoee.com</a>                                                                                                                                 | USD 0.00       |
| 1.00 | SSL Management CivicPlus Provided                                   | SSL Management CivicPlus Provided: <a href="https://www.cityofpahoee.com">https://www.cityofpahoee.com</a>                                                                                                                                 | USD 0.00       |
| 1.00 | Municipal Websites Central: AI Editing Assistant                    | AI Editing Assistant is an optional CivicPlus Municipal Websites Central feature that lets authorized users create and improve content using integrated AI tools to generate, summarize, rewrite, and polish text across supported fields. | USD 0.00       |
| 1.00 | AudioEye Managed                                                    | AudioEye Managed: <a href="https://www.cityofpahoee.com">https://www.cityofpahoee.com</a>                                                                                                                                                  | USD 2,500.00   |

|                                               |              |
|-----------------------------------------------|--------------|
| List Price - Initial Term Total               | USD 9,635.59 |
| Total Investment - Initial Term               | USD 7,691.66 |
| Annual Recurring Services (Subject to Uplift) | USD 7,100.00 |

|                               |                                                                                     |
|-------------------------------|-------------------------------------------------------------------------------------|
| Initial Term                  | 9/1/2026 - 9/30/2027, Renewal Term 10/1 each calendar year                          |
| Initial Term Invoice Schedule | 100% invoiced on 10/1/2026                                                          |
| Renewal Procedure             | Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date |
| Annual Uplift                 | 5% to be applied in year 2                                                          |

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-97658-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client SignatureCivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



To Whom It May Concern,

This letter serves to notify you that CivicPlus, LLC is the sole provider of the CivicEngage Content Management System (CivicEngage) and associated product and service package that enables municipal website administrators to manage critical aspects of their online presence.

CivicEngage differs from other content management software in that it has been optimized for use by government entities. Not only have many of the applications been developed specifically for use by municipal governments, but CivicEngage websites are only be hosted and monitored at one of our network operations centers dedicated to protecting our local government websites. Our inhouse support team is also the sole authorized support system for the CivicEngage solution.

Included in the standard CivicPlus development package are applications that are unique to CivicEngage, like a citizen request management and mapping tool. Applications like these may be available at a much higher cost from other vendors; however, CivicPlus is the sole provider of these applications as a part of an all-inclusive, standardized content management system, CivicEngage.

No other organization offers our unique product and service package, coupling our CMS with some of the most useful web applications available to municipal governments.

Regards,

**Cole Cheever | CivicPlus, LLC**  
**Vice President of Client Services**  
**Main 888-228-2233**  
**Fax 785-587-8951**  
**Website** [www.CivicPlus.com](http://www.CivicPlus.com)  
**Federal Tax ID 48-1202104**  
**GSA Contract #GS-35F-0124U**

**CORPORATE OFFICE**  
302 South 4th Street, Suite 500  
Manhattan, KS 66502  
888.228.2233 + **FAX 785.587.8951**

**+CivicPlus.com**



## AGENDA

### MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda L. Bryant, City Manager

FROM: Office of the City Clerk

SUBJECT: Approval of Statement of Work with CivicPlus for Agenda and Meeting Management Migration

DATE: May 12, 2026

---

#### **GENERAL SUMMARY/BACKGROUND:**

CivicPlus currently provides proprietary services for more than 300 municipalities throughout Florida, including 30 of the 39 municipalities within Palm Beach County, such as the Cities of Pahokee, Belle Glade, and South Bay.

The City currently utilizes CivicPlus Agenda and Meeting Management (AMM) Essentials for agenda preparation and meeting management functions. CivicPlus has announced that the Essentials platform will become obsolete effective June 30, 2027, requiring migration to the Select platform to maintain continuity of operations. This item is necessary to allow CivicPlus to move forward with migration.

The Select platform provides enhanced accessibility, security, public engagement tools, live meeting functionality, expanded administrative features, and integrations with services including Zoom, Google Drive, and OneDrive. Additionally, CivicPlus also owns and operates the Municode platform, allowing integration between agenda and meeting management services and codified municipal records within the City's existing CivicPlus ecosystem.

#### **BUDGET IMPACT:**

The Statement of Work provides for a recurring annual cost of \$5,300, commencing March 1, 2027 (FY 2026–2027), with a 5% annual uplift thereafter.

Funding for this expense is currently earmarked in Account 1.590000.367 (Non-Departmental – Other Charges), and all funds will be expended in accordance with the adopted 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 the item.

#### **ATTACHMENTS:**

Resolution 2026-48

**RESOLUTION 2026-48**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN AGREEMENT WITH CIVICPLUS FOR MIGRATION AND UPGRADE FROM AGENDA AND MEETING MANAGEMENT ESSENTIALS TO AGENDA AND MEETING MANAGEMENT SELECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; DETERMINING CIVICPLUS TO BE A SOLE SOURCE VENDOR FOR PROPRIETARY SERVICES PROVIDED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pahokee ("City") currently utilizes CivicPlus Agenda and Meeting Management Essentials for agenda preparation, meeting management, and related public meeting functions; and

**WHEREAS**, CivicPlus has announced that the Essentials platform will become obsolete effective June 30, 2027, requiring migration to the Select platform to maintain continuity of operations; and

**WHEREAS**, the City desires to migrate and upgrade from Agenda and Meeting Management Essentials to Agenda and Meeting Management Select in order to improve operational efficiency, accessibility, security, public transparency, and integration of municipal records; and

**WHEREAS**, the proposed services include implementation, historical records migration, hosting, support, training, and related services necessary to transition the City's agenda and meeting management operations into the Select platform; and

**WHEREAS**, the services would allow for configuration of up to 6 existing meeting types, up to 6 existing boards, 1 approval workflow per existing meeting type, 1 existing staff report, access to 4h of group training, 1h of consulting and recorded training resources; and

**WHEREAS**, CivicPlus also owns and operates the Municode municipal code platform, allowing integration between the City's agenda and meeting management services, website services, and codified municipal records within a unified proprietary ecosystem; and

**WHEREAS**, the City Commission finds that CivicPlus and its Agenda and Meeting Management Essentials and Select platforms are sufficiently unique and proprietary in nature to constitute a sole source vendor exempt from competitive

bidding pursuant to Article VII, Section 2-272(4)(c) of the City of Pahokee Code of Ordinances; and

**WHEREAS**, continuity of services and compatibility with the City’s existing infrastructure make it in the best interest of the City to continue utilizing CivicPlus for these services; and

**WHEREAS**, the Statement of Work attached hereto as Exhibit “A” outlines the scope of services and recurring costs associated with the migration and hosting services, including an annual recurring cost of \$5,300.00 beginning March 1, 2027, with a 5% annual increase thereafter; and

**WHEREAS**, the City Commission finds it to be in the best interest of the City to approve the Statement of Work with CivicPlus.

**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. Approval and Authorization. The City Commission of the City of Pahokee, Florida hereby approves the Agreement with CivicPlus, attached hereto as Exhibit “A”, for migration and upgrade from Agenda and Meeting Management Essentials to Agenda and Meeting Management Select, including implementation, hosting, support, training, and related services. The Mayor is hereby authorized to execute the Statement of Work.

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

**PASSED AND ADOPTED** this 25<sup>th</sup> day of August, 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) |

**EXHIBIT "A"**

**AGREEMENT FOR AGENDA AND MEETING MANAGEMENT  
MIGRATION**

(ATTACHED)

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-123610-1  
4/22/2026 7:33 AM  
8/31/2026

**Client:**  
City of Pahokee, FL

**Bill To:**  
PAHOKEE CITY, FLORIDA

| SALESPERSON      | Phone        | EMAIL                          | DELIVERY METHOD | PAYMENT METHOD |
|------------------|--------------|--------------------------------|-----------------|----------------|
| Dan Dobrosielski | 785-706-9401 | dan.dobrosielski@civicplus.com |                 | Net 30         |

## One-time(s)

| QTY  | PRODUCT NAME                                      | DESCRIPTION                                                                                                                                                                                                                           | 12 Month Value |
|------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.00 | AMM Select: Conversion Pro Premium Implementation | Includes config. of up to 6 existing meeting types, up to 6 existing boards, 1 approval workflow per existing meeting type, 1 existing staff report, access to 4h of group training, 1h of consulting and recorded training resources | USD 0.00       |

## Recurring Service(s)

| QTY  | PRODUCT NAME                     | DESCRIPTION                                                                                                                                                                                                                                                | 12 Month Value |
|------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.00 | AMM Select: Pro Annual Fee       | AMM Select: Pro Annual Fee                                                                                                                                                                                                                                 | USD 5,300.00   |
| 1.00 | AMM Select: AI Editing Assistant | AI Editing Assistant is an optional AMMS feature that enables authorized users to enhance agenda and meeting content using integrated AI tools to generate, summarize, rewrite, or polish text in fields like item descriptions, fiscal info, and minutes. | USD 0.00       |

|                                               |              |
|-----------------------------------------------|--------------|
| Total Investment - Initial Term               | USD 5,300.00 |
| Annual Recurring Services (Subject to Uplift) | USD 5,300.00 |

|                               |                                                           |
|-------------------------------|-----------------------------------------------------------|
| Initial Term                  | 3/1/2027 - 2/29/2028, Renewal Term 3/1 each calendar year |
| Initial Term Invoice Schedule | 100% Invoiced on Initial Term Start Date                  |

|                   |                                                                                     |
|-------------------|-------------------------------------------------------------------------------------|
| Renewal Procedure | Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date |
| Annual Uplift     | 5% to be applied in year 2                                                          |

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-123610-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client SignatureCivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



# Proposal

Valid for 60 days from date of receipt

# Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to develop technology solutions that empower local government staff to manage daily operations efficiently without depending on paper-based processes or complex systems.

Today, CivicPlus provides public sector technology that provides intelligent automation for staff and a unified experience for residents. CivicPlus solutions help increase process efficiency by up to 40%, freeing staff to improve community engagement. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a singular experience for residents and staff.

## OUR PORTFOLIO INCLUDES:

- Municipal Websites
  - Web Accessibility
  - Agenda and Meeting Management
  - Mass Notification
  - Social Media Archiving
  - NextRequest
  - Recreation Management
- SeeClickFix 311 CRM
  - Municode Codification
  - Process Automation and Digital Services
  - Community Development
  - Asset Management
  - Utility Billing
  - Resident Portal

## Company Contact Information

302 S. 4th Street, Suite 500  
Manhattan, KS 66502  
Toll Free: 888.228.2233  
Fax: 785.587.8951

[civicplus.com](http://civicplus.com)



# Experience & Recognition

**25+** Years

**13,000+** Customers

**950+** Employees

With public service in our DNA, our 25-year heritage of success is fueled by the expertise of our product innovators—many of whom served in local government. Our commitment to deliver impactful solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government technology. We are proud to have earned the trust of our over 13,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

We're proud to be recognized in various ways for our dedication and service to our customers.

- Winner of multiple Stevie® Awards, the world's top honors for customer service, sales professionals, and more.
- Designated a top-100 U.S. company by Government Technology magazine for making a difference in the public sector.
- Selected by Inc. Magazine as "One of the Fastest Growing Privately-Held Companies in the U.S." each year since 2011.
- Certified™ by Great Place To Work®, which is a prestigious award is based entirely on what current employees say about their working experience.



# The Best-Run Local Governments Run on CivicPlus Technology

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services. However, they struggle with budget cutbacks and technology constraints. With CivicPlus, leaders can finally overcome the perpetual trade-off between the demand for better services and the realities of operational resources, by leveraging the unique Civic Impact Platform to deliver both unmatched end-to-end automated efficiency and truly unified, delightful resident experiences.

CivicPlus is the only government technology company exclusively committed to being a trusted partner for impact-led government, enabling our customers to efficiently keep our communities informed, involved, and connected using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, our customers increase revenue and operate more efficiently while nurturing trust among residents.

# The Civic Impact Platform

The comprehensive Civic Impact Platform delivers unmatched end-to-end efficiency, supercharging staff impact through intelligent automation, and unlocking collaboration in and across departments. At the same time, this unique platform delivers a truly unified residence experience, delighting residents with a singular profile and single sign-on for friction-free, no-hassle services. With CivicPlus, your team is always change-ready, staying a step ahead of disruption, whether evolving compliance and accessibility requirements, civil emergencies, and more.



## IMPACT-LED GOVERNMENT

Impact-led government aims to create lasting community change by improving and modernizing processes with automation, collaboration, and data insights. This approach helps staff work efficiently and makes services more accessible, addressing needs proactively. Our Civic Impact Platform is guided by five core principles:

1. **Modernize and connect every function:** Work better together through intelligent automation, efficiency, and stronger collaboration.
2. **Deliver a singular, personalized resident experience:** Replace hassle with friction-free delight, delivering a unified profile and intuitive, consistent experiences.
3. **Supercharge staff impact:** Boost staff performance with automated tasks, data-driven decisions, and aligned priorities and processes.
4. **Strengthen compliance, accessibility, and readiness:** Forward-thinking best practices and continuous adaptation.
5. **Consolidate on a comprehensive, purpose-built platform:** Choose solution breadth, eliminate multiple vendors, and gain compounding value over time.

# CivicPlus Resident Portal

## THE NEXT EVOLUTION IN DIGITAL RESIDENT ENGAGEMENT

CivicPlus Portal is a mobile-friendly, personalized online hub from which residents can quickly, easily, and securely obtain information, access resources, discover services, complete transactions, and interact with their local government administration. It is the public gateway to the Civic Impact Platform, empowering resident self-service from one central location for everything from submitting forms, referencing recent legislation, and engaging with public meetings to managing individual alert and notification preferences.



### Personalized Resident Benefits:

- One username, password, or popular platform-enabled single sign-on (via Facebook, Google, Microsoft, or Apple) to securely manage their user profile and interact with all their government resources and information.
- A personalized, customizable dashboard that serves as the launchpad to save frequently accessed digital services, view past interactions, bookmark frequent payment options, and stay up to date with featured, meaningful content.
- Anytime, anywhere access from any device.
- Enabling self-service form viewing, submission, and payments to support a variety of digital transactions from parking permits and business licenses to pet adoptions.
- Easy management of individual communication preferences related to routine and emergency alerts, website newsletters, and agenda & meeting notifications from one single view.
- A centralized hub to submit and track requests, such as public records requests, non-emergency issues, and code enforcement complaints and violations.

### Staff and Administrator Benefits:

- A low-maintenance tool for administrators to easily spotlight information, share content, and link to services to further promote local government initiatives while improving public transparency and trust.
- Ability to consolidate digital services from multiple CivicPlus and third-party solutions into one intuitive, accessible, and responsive interface.
- Consolidation of siloed alerts and notifications from the variety of solutions you control into a single view residents to sign up for and manage.
- Localization of cross-department payments and forms in one place, including those from CivicPlus and third-party solutions, enhancing residents' convenience for increased payments and engagement.
- Multi-factor authentication options and optimized for security and accessibility.



# Support Services

## TECHNICAL SUPPORT

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available to assist with any questions or concerns regarding the technical functionality and usage of your new solution.

CivicPlus Technical Support hours typically span between 7 a.m. to 7 p.m. CST, but vary by product. You can access a Technical Support Team via a toll-free number as well as an online email support system for users to submit technical issues or questions. Our current initial response time is 4-hours for email tickets during normal hours. Further, emergency technical support for urgent requests is available 24/7 for designated, named points-of-contact for most products.



### Award-Winning Support

CivicPlus has been honored with four Gold Stevie® Awards, eight Silver Stevie® Awards, and eleven Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

## CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. The Help Center also provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

## CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to engage your residents most effectively.

# Proposal Disclaimer

### Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.



# Agenda and Meeting Management Select

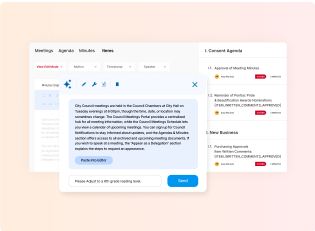


## Essential to Select Migration

# Meet Agenda and Meeting Management Select

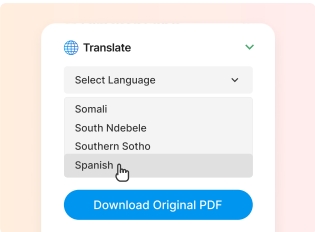
Agenda and Meeting Management Select (Select) is our flagship agenda, minutes, and meeting management solution, already chosen by over 1,000 local governments.

- **Support ADA compliance and inclusive experiences** with a public portal aligned to WCAG 2.2 AA accessibility standards
- **Increase security** with a GovRAMP Ready platform aligned to the NIST framework
- **Make it even easier to create and share meeting agendas and packets** with version history, bulk item copy/move, and unlimited meeting types, users, and storage
- **Streamline your live meeting tasks and post-meeting processes** with live and ondemand video streaming, private agenda scripts, minute snippets, and task tracking
- **Unlock increased flexibility and control** with expanded platform customization, user administration, and field version history
- **Improve engagement and transparency** with board and admin portals, public page templates and embeds, and a more robust notification system
- **Boost ease-of-use** with SSO, an in-product support chat, AI-assisted minutes drafting, and integrations with Google Drive, OneDrive, and Zoom



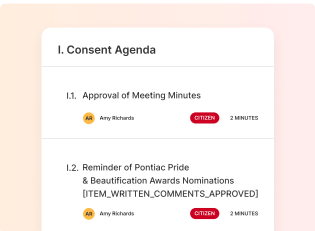
### AI Editing Assistant

Available within the Select solution is the AI Editing Assistant, powered by CivicPlus Intelligence. With this feature, clerks can draft, polish, and format agenda items and minutes in real time, right within their documentation workflow.



### Access to Agenda Accessibility and Translation, Powered by DocAccess

The integration between Select and DocAccess enables all new and existing public meeting agendas, packets, and supporting documents across the Select’s Public Portal to be made available as WCAG-aligned, HTML accessible transcripts. DocAccess is available as an add-on feature.



### Access to Public Engagement Suite

The optional enhancement Public Engagement Suite unifies written comments and speaker sign-up within Select through a single, governed workflow tied to meetings and agenda items.

# Features & Functionality

## Select Solution

Select is the fastest, most intuitive way to streamline the entire agenda management process—from creating agenda items to managing live meetings. It provides time-saving automation while allowing clerks to balance these conveniences with manual controls and overrides. Internal collaboration with Select is easy with customized workflows, version tracking, and built-in communication tools.



Our Pro package includes the most frequently used functionality to manage your agendas and meetings. You'll be able to seamlessly create agendas with the ability to assign an item status and use configurable workflows to help manage your internal processes. Built-in integrations and a suite of APIs make working with other internal applications easy. Select's user-defined roadmap ensures that the product will continue to grow and adapt as transparency requirements and compliance expectations change.

### Fully Integrated, Cloud-Based Software Suite

- |                                                                       |                                                                                                                                               |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| » User-friendly, modern interface                                     | » Single sign-on via the CivicPlus Platform                                                                                                   |
| » Unlimited users                                                     | » Integrated code of ordinances                                                                                                               |
| » Unlimited storage                                                   | » Secure Cloud-Based Hosting                                                                                                                  |
| » Highly configurable to your agenda and meeting management processes | » Automatic Updates                                                                                                                           |
| » Adaptable permission settings                                       | » Customer-Defined Roadmap                                                                                                                    |
| » Confidential attachments                                            | » Built-in integrations with Dropbox, Microsoft's One Drive, Google Drive, Laserfiche, Zoom, and API availability (additional fees may apply) |
| » Enhanced Analytics for Data Visibility                              |                                                                                                                                               |
| » Field-level versioning                                              |                                                                                                                                               |

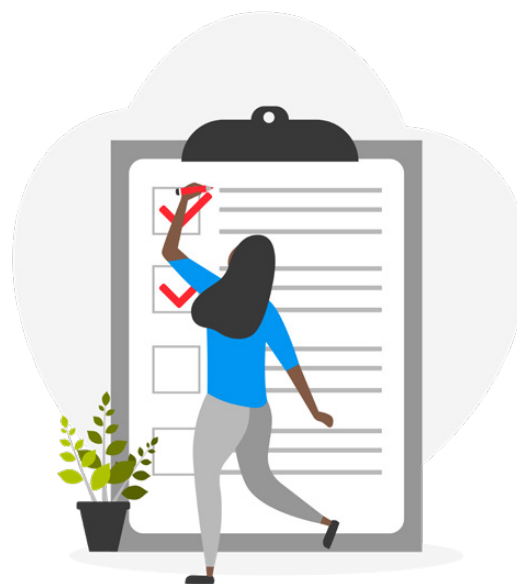
# Agenda Management

## FLEXIBLE, PERSONALIZED DESIGNS

Standardized designs throughout the system provide consistency and clarity to agendas, packets, staff reports, and minutes.

## EFFICIENTLY MANAGE AGENDA PACKETS OF ANY SIZE

The software compiles your items and all the legislation, memorandums, or supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your different internal and external users. Last-minute changes to the agenda or packet can be made and published with minimal effort.



Administrators choose what they publish to the public, internal users, and elected or appointed officials and when the information goes out. Automated email notifications can be enabled so all users, both internal and external, know when the meeting documents are published.

## CONVENIENT, ANYTIME AGENDA MODIFICATIONS

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag-and-drop reordering allows you to move items and automatically rennumbers everything on the agenda. One-touch copy and move functions enable you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.

# Item Management

## CREATE AGENDA ITEMS AND STAFF REPORTS IN SECONDS

An easy-to-use item entry allows staff members to enter agenda items, upload attachments, and collaborate with each other to make items meeting ready. Configurable field types and our embedded text editor ensure that you are capturing all the information needed for Select to generate staff reports. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.

## MANAGE THE MEETING READINESS OF ITEMS

Update item statuses (approved, in-progress, tabled, etc.), assign tasks to staff members to update item content and attachments, leave comments on items, and be notified when changes are made to items.



# AUTOMATE YOUR APPROVALS PROCESS

The workflow engine streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As contributors change items, the system tracks revisions, keeping them visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.

# CUSTOM TAGS TO GROUP LIKE AGENDA ITEMS

Administrators can set up tags that can be used by staff when creating their agenda items for improved searching and reporting. Associate like content with pre-defined tags relevant to your community.

# Board Portal

## FLEXIBLE ACCESS

Your officials can choose how to access meeting content—helping them work better, faster. Efficiently deliver packets of any size by paper, email, Dropbox, Google Drive, or post to the Board Portal. It is optimized for all devices, including desktops, laptops, and tablets. No separate application required.

## A PERSONAL MEETING REPOSITORY

Give officials a personal, secure location to review and take notes on all meeting content, including agendas, supporting documents, minutes, and media.

## FIND WHAT YOU NEED-FASTER

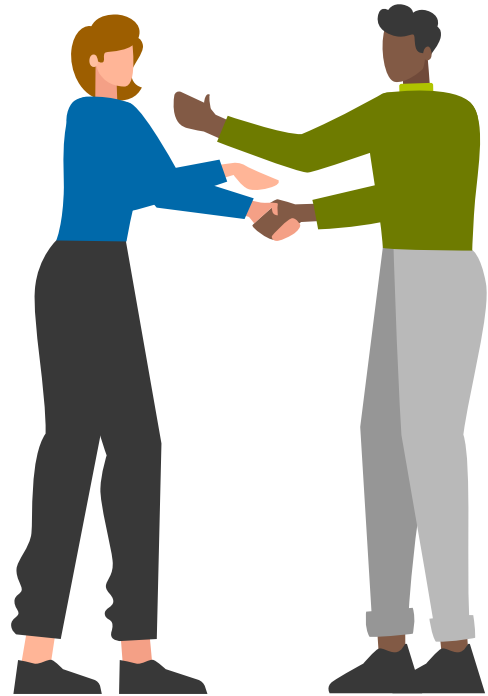
Agenda and Meeting Management Select automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate published meeting content by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.



# Public Resident Portal

## FEATURES

- Resident portal to embed on any webpage gives access to all meeting content on a single page
- PDF downloads of Agenda, Packet, Minutes, Notices, and Other pertinent meeting documents
- HTML agenda view hyperlinks attachments within the meeting agenda for direct access to specific documents
- Full-text search and filtering options
- Email notifications
- Social sharing
- Mobile-responsive
- Custom branding
- Side-by-side agenda and video display with optional CivicPlus Media live streaming and on-demand video service (additional fees apply)
- Optional Motions and Vote minutes display updates the HTML agenda view to allow residents to quickly see the final disposition of agenda items without having to read full minutes documents
- Integrated live or on-demand video with timestamps to easily jump to desired content (additional fees apply)
- Optional public commenting forum
- Easily jump to past, current, upcoming events with an embedded calendar and continuous scrolls



## CONTENT ACCESSIBILITY

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public.

Closed captioning is also available with our CivicPlus Media service for live streaming and on-demand video. Additional fees apply for CivicPlus Media and closed captioning.

## CONTENT TRANSPARENCY

Build public trust with access to fully searchable meeting content, including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping residents engaged and informed.



# Minutes Module

## AUTOMATED MINUTES SETUP

A fully integrated Minutes module will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to the Minutes module with a single click.



## KEEP UP WITH THE MEETING ACTION

Meetings move fast. Select's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion, without having to wait for the system to catch up. The clean, intuitive interface gives single-screen access to all your meeting controls.

## SPEAKER MANAGER

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

## EASY, INTUITIVE MINUTES-TAKING

While in your live meeting, use the Minutes module to capture critical meeting actions from a single screen with a clean and intuitive user interface. Take roll and manage attendance, record motions and votes, enter speaker information, and record comments or discussion to be brought into your minutes document.

If using CivicPlus Media's integrated video streaming and video-on-demand service, you can also create timestamps for the accompanying video during the live meeting. Additional fees apply for CivicPlus Media.

# AI Editing Assistant

## STREAMLINED DRAFTING AND EDITING FOR AGENDA ITEMS AND MINUTES

The AI Editing Assistant enhances Agenda and Meeting Management Select by embedding generative AI directly into the Froala editor. Built for municipal clerks and staff, it provides real-time help with rewriting, summarization, grammar, and formatting while drafting agendas and minutes, supporting faster, more consistent, and compliant documentation, even during live meetings.

### Benefits:

- Speeds up drafting and editing
- Improves accuracy and professionalism
- Promotes consistency and transparency



# Hosting & Security

---

Redundant power sources and internet access ensure consistent and stable connections. We invest over 1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site are unparalleled.

## CLOUD-HOSTING WITH AZURE

The infrastructure is fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model. Using a mix of Azure Virtual Machines and Storage Accounts, all processing and data storage is done within this environment. All users need is a web browser to access and utilize the application. Your system is monitored 24/7/365 with a 99.9% guaranteed up-time (excluding maintenance). Additional details regarding our hosting and security services can be provided upon request.

## DISASTER RECOVERY

Agenda and Meeting Management Select utilizes Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions. All data is written to a GRS account, which creates copies of that data in data centers across multiple Azure regions, so access to the data is always available. Site Recovery Services allows us to quickly spin up and failover to clones of our Azure Virtual Machines.



# Implementation

## MOVING FROM AGENDA AND MEETING MANAGEMENT ESSENTIAL TO SELECT

~8 Weeks

When it comes to implementation, our team is here to guide you step-by-step. Here’s an overview of our proven implementation process so you know what to expect. These sessions will occur over the course of approximately 8 weeks.

| Who?                                                                                                                                                                                | Agenda                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Kickoff Call & Design Review   30 minutes                                                                                                                                           |                                                                                                                                                                                                                                                      |
| <ul style="list-style-type: none"><li>Your Main Point of Contact (POC)</li><li>CivicPlus Implementation Team Member</li></ul>                                                       | <ul style="list-style-type: none"><li>Confirm POCs and Project Scope</li><li>Updates for ADA Compliance</li><li>Review Site</li><li>Staff User Import</li><li>Discuss Invites/Dates for Group Trainings</li><li>Schedule Launch Discussion</li></ul> |
| Group Trainings   4 1-hour sessions                                                                                                                                                 |                                                                                                                                                                                                                                                      |
| <ul style="list-style-type: none"><li>Your Main POC</li><li>2 Additional Users of Your Choice</li><li>CivicPlus Implementation Team Member</li></ul>                                | <ul style="list-style-type: none"><li>System Configuration</li><li>Agenda Creation</li><li>Item Creation</li><li>Minutes</li></ul>                                                                                                                   |
| CivicPlus Media Individual Training (Optional/Additional Cost)   60 minutes                                                                                                         |                                                                                                                                                                                                                                                      |
| <ul style="list-style-type: none"><li>Your Main POC</li><li>2 Additional Users of Your Choice</li><li>Your IT Representative</li><li>CivicPlus Implementation Team Member</li></ul> | <ul style="list-style-type: none"><li>CP Media Testing</li><li>CP Media Training</li></ul>                                                                                                                                                           |
| Additional Group Training (Optional/Additional Cost)   60 minutes                                                                                                                   |                                                                                                                                                                                                                                                      |
| <ul style="list-style-type: none"><li>Your Main POC</li><li>2 Additional Users of Your Choice</li><li>CivicPlus Implementation Team Member</li></ul>                                | <ul style="list-style-type: none"><li>Flexible – Matched to Your Team’s Needs</li></ul>                                                                                                                                                              |

| Launch Discussion   30 minutes                                                                                                                  |                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Your Main POC</li><li>• Your IT Representative</li><li>• CivicPlus Implementation Team Member</li></ul> | <ul style="list-style-type: none"><li>• Discuss Open Questions</li><li>• Resolve Lingerin Items</li></ul> |
| Post-Launch Discussion (Optional/Additional Cost)   30 minutes                                                                                  |                                                                                                           |
| <ul style="list-style-type: none"><li>• Your Main POC</li><li>• CivicPlus Implementation Team Member</li></ul>                                  | <ul style="list-style-type: none"><li>• Discuss Open Questions</li><li>• Resolve Lingerin Items</li></ul> |

## CONSULTING

### 1 Hour of Virtual Consultation

You'll meet with your Implementation Team at the start and finish of your migration. During your first meeting, you'll receive access to your new Select site, schedule Group Training sessions and begin testing. You'll meet with your Implementation Team again after Training to prep for a successful launch. Additional Consulting time can be purchased.

## CONFIGURATION

Your Implementation Team will review and replicate your existing Essentials agendas, minutes, and item/staff report designs into Select as closely as we can mirror your current agenda and meeting processes. We will configure the following consistent with Essentials setup:

- Up to six existing meeting types
  - Up to six existing boards
- One approval workflow per existing meeting type
  - One existing staff report

Additional design configurations and approval workflows can be purchased as needed. For no additional cost, Approval Workflows can be created from scratch and Meeting Types can be duplicated and modified—while still making use of existing designs—by administrative users at any time using Help Center resources.

## TRAINING

### Four, One-Hour Virtual Group Training Sessions; Access to Additional Recorded Training Resources

- Group Training will be discussed and scheduled at Kickoff Call with an assigned CivicPlus Implementation Team Member.
- Group Trainings are live and facilitated with your Agenda and Meeting Management Implementation Team.
- Up to 5 Municipalities are allotted to attend each Group Training. Attendance will vary.
- Group Training engagements will not be recorded.
- Homework will be assigned after each Group Training session to complete before the next session.

# Optional Enhancements

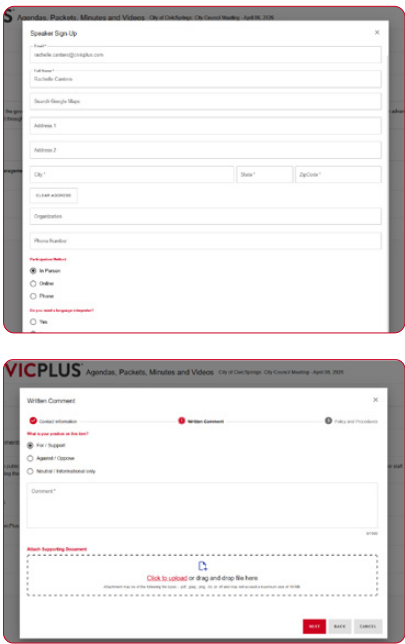
## Public Engagement Suite

The Public Engagement Suite enhances transparency and community participation by enabling residents to engage directly with public meetings through online written comments and speaker sign-up tied to specific agenda items. The public-facing experience includes configurable options such as optional login requirements, interpreter request, attachments, character limits, and automated submittal confirmations to ensure accurate and compliant submissions.

Administrators can control engagement settings by meeting type or agenda item, including enabling or restricting participation, setting submission deadlines, and defining policies, permissions, and instructions. Staff benefit from centralized tools to review, approve, and manage all submissions, with integration into meeting records and full audit tracking.

### KEY BENEFITS:

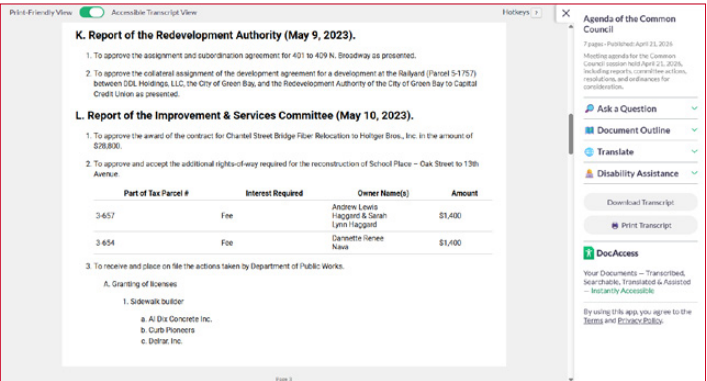
- **Increased Public Participation** – Enables residents to easily submit comments and sign up to speak from any device, improving accessibility and engagement.
- **Enhanced Transparency and Accountability** – Provides audit logs, item-level timelines, and reporting to ensure all public input is tracked and documented.
- **Administrative Efficiency** – Centralized workflows streamline review, approval, and management of public input, reducing manual effort for staff.
- **Flexible Governance Controls** – Configurable settings allow agencies to align participation rules with local policies and meeting requirements.
- **Improved Records Management and Compliance** – Supports exports, reporting, and integration of approved comments and speakers into official meeting records.



# DocAccess x Agenda and Meeting Management Select

CivicPlus Agenda & Meeting Management (Select) streamlines the creation and publication of meeting materials, compiling agenda items and supporting documentation into organized, bookmarked PDF packets while maintaining transparency and accountability through audit trails and version control.

While this ensures operational efficiency, meeting packets are published as PDFs, which is one of the most common accessibility and language access barriers for local governments. DocAccess solves this by automatically removing both accessibility and language barriers.

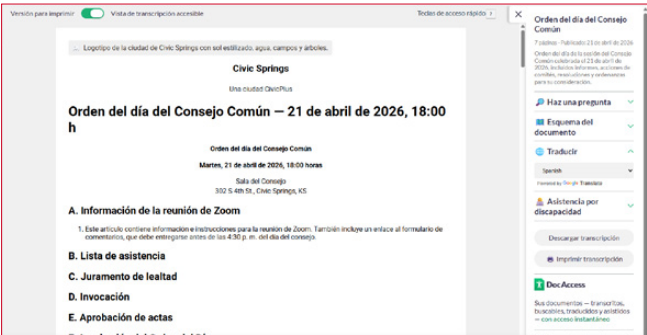


DocAccess **automatically converts all PDFs** published in Select **into WCAG 2.1 AA-aligned, screen reader-friendly HTML transcripts**, with detailed alt-text for images. DocAccess also provides live **24/7 access to professional interpreters at Aira** – included at no extra cost. Not only that, DocAccess can also **translate the public portal** of Select to ensure residents can fully engage and comprehend what is happening in their municipality.

Once activated, the DocAccess view will be visible within any published event. DocAccess enables **one-click translation of meeting documents into more than 250 languages**. These translations apply directly to the HTML transcript and DocAccess features, including the Ask a Question tool.

**This capability revolutionizes meeting transparency:**

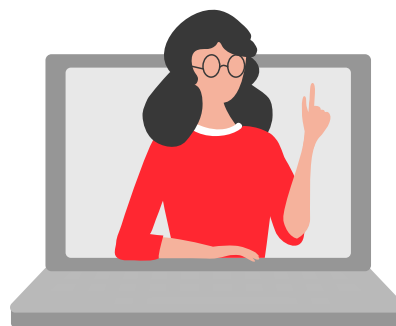
- Residents are no longer limited to English-language PDFs
- Complex agenda packers become accessible and translatable instantly
- Staff do not need to translate or remediate documents manually to make them accessible



Together, Select and DocAccess create a unified workflow where meetings are efficiently produced, automatically accessible, and immediately translatable: strengthening compliance, transparency, and equitable public engagement.

# CivicPlus Media

Today's digitally minded residents are logging more hours watching online video than ever before, and they are searching for content that ranges from entertaining to informative. For local governments, video is a powerful mechanism for sharing news and events, encouraging civic participation, meeting transparency requirements, building a brand, recruiting employees, and encouraging residents to develop a sense of civic pride.



Media is a core component of the Civic Experience Platform and is accessible through CivicPlus Municipal Websites and CivicPlus Agenda & Meeting Management Select. With CivicPlus Media, you can integrate live or recorded videos of meetings and events anywhere on your CivicPlus website that are easily accessible by residents from any desktop computer or mobile device—no technical or coding skills necessary.

## SIMPLE LIVE STREAM RECORDING

- Immediate availability of recorded videos for on-demand viewing—no additional steps or manual file uploads
- Convenient integration with social media platforms including Facebook and YouTube
- High-definition video for professional-quality presentations
- Link meeting agendas and bookmarks
- Auto-start recordings of meetings, so video viewers never miss a moment of live proceedings

## CIVICPLUS MEDIA + ZOOM

- Password protect each meeting to prevent Zoombombing
- Create and share a Zoom meeting ID number only with elected officials and key staff when necessary
- Mute resident participants when open comment session has ended
- Control the meeting within Zoom and protect participants from attempting a screen share
- Allow residents to sign up to receive a link that will allow them to issue public comments and share their screen during the session
- Record and automatically upload meeting videos for on-demand playback



# Live Meeting Manager

Our Live Meeting Manager enhances the live meeting by integrating the board portal and added audience display pages for a unified live meeting experience, with you in control. Time-saving automations help you keep pace with the meeting and keep board members and meeting participants engaged.

## Engage Participants

Keep meeting participants engaged with in-chamber displays, including a welcome screen, the current item, speaker, countdown timer, motion, or vote results.

## Electronic Voting

Initiate electronic votes with one-click and allow board members to privately cast votes within the Board Portal.

## Current Item Control

One-click control updates the Board Portal and Audience Display to the current item being discussed.

## Display Speaker Details

One-click control displays current speaker details and timer within the Board portal and Audience Display page.

## Board Member Requests

Board members can request to be formally recognized or added to the speaker queue from within the Board Portal.

## Chairperson Controls

Enable chair view to allow designated chairperson to set the current item, and call speakers from within the Board Portal.

# Board Applications

Powered by CivicPlus' Process Automation and Digital Services solution, our Board Applications solution provides a comprehensive, digital solution to empower local government administrations to recruit, vet, and appoint civic board members and successfully facilitate ongoing board operations.

Provide your residents with an easy-to-use online portal embedded in your website. This will enable them to directly apply to open board member seats with your civic organizations.

## Board Applications Offers:

- A mobile-responsive interface
- A cloud-based application
- Multi-board management for communities of every size
- Configurable workflows to accommodate a variety of vetting processes
- Easy implementation, customization, and ongoing management
- End-to-end data encryption

For administrative managers, our Board Applications solution powers a singular, consistent, and frictionless process for recruiting civic-minded leaders and then receiving and reviewing qualified candidate applications.

**Recruitment** – Promote all your administration's open board positions, making it easy for passionate community members to identify areas where they can contribute to community initiatives.

**Application Submissions** – Residents can easily submit their applications for open board positions at any time from any device. No paper, no stamps, no town hall drop-offs. All personally identifiable information (PII) is stored and transmitted securely to protect candidate data and meets the digital accessibility requirements of the Americans with Disabilities Act.

**Transparent Communications** – Build applicant trust with transparent communications throughout the application and selection process. Customize email templates for automatically generated communications issued throughout the process as the selection committee reviews applications and makes candidacy determinations.

**Review and Select Candidates** – Receive notifications about new applications to ensure prompt actions and digitally route applicants to board selection committees for review and collaboration.

**Board Operations** – Help your civic organizations collaborate remotely using the included board operation functionality. Create board-specific profiles to store meeting schedules, member rosters, and current and upcoming chair vacancies.

**Reporting and Analytics** – View and export board data to help inform future administrative and organization-specific leadership strategies.

**Advanced Search** – Are you looking for a specific piece of information? Your Board Application portal includes advanced search functionality to save you time.

## POWER AUTOMATE CONNECTOR

Additionally, the optional addition of the Power Automate Connector extends data movement functionality of our Process Automation system to feed data directly out to Office 365 products like SharePoint, Excel, etc. This easy, no code solution can automate many of your staff's daily routines and functions.

# Boards & Committees Module

The module handles the process of managing the board itself.

## THREE DASHBOARDS

- Upcoming open seats (vacancies)
- Number of appointments
- Number of applicants

## BOARD MANAGEMENT

- Board Rules (number of seats, term length, max # of terms, etc.)
- Board Appointments
- Board Documents (file storage)
- Board Roster
- Board Liaisons
- Letter and Email Template

## APPOINTEE AND APPLICANT MANAGEMENT

- Custom Reporting
- Application Tracking
- Appointment Tracking
- Bulk Letter Creation
- Bulk Email Creation
- Mailing Labels

# Platform Identity Provider (IdP) Integration

More often, local government IT teams are looking to implement single sign-on (SSO) functionality to simplify user access to all web and cloud-based applications without requiring individual authentication. The CivicPlus' Platform IdP Integration capabilities provide local governments with the following conveniences:

- Faster and easier access to vital third-party solutions that integrate with your CivicPlus unified applications, such as CivicPlus' Municipal Websites, Recreation Management, and Agenda and Meeting Management Select
- Reduced password and account maintenance
- The ability to log into your CivicPlus software accounts from any device with an Active Directory username and password
- Auto-account generation
- Group syncing
- Customization of the design of your active directory login page

We offer integration with Microsoft's Entra ID (formerly Azure AD), Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.



# Laserfiche Integration

With a third-party integration in Integration Hub you can route data to Laserfiche's cloud-hosted solution.

## Historical File Import

As part of your implementation project, we will import a specified number of meetings to your new system. Choose an import with or without videos in increments of up to 500, 500-750, or 750+ meetings.

The process includes indexing your imported agendas for keyword searching and retrieval. You and your residents will still have access to this historical information with increased functionality. Historic meeting documents imported into Select by your implementation consultant will be optimized for character recognition to improve complete text search, and accessibility for screen reading assistive devices.



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-123610-1  
4/22/2026 7:33 AM  
8/31/2026

**Client:**  
City of Pahokee, FL

**Bill To:**  
PAHOKEE CITY, FLORIDA

| SALESPERSON      | Phone        | EMAIL                          | DELIVERY METHOD | PAYMENT METHOD |
|------------------|--------------|--------------------------------|-----------------|----------------|
| Dan Dobrosielski | 785-706-9401 | dan.dobrosielski@civicplus.com |                 | Net 30         |

## One-time(s)

| QTY  | PRODUCT NAME                                      | DESCRIPTION                                                                                                                                                                                                                           | 12 Month Value |
|------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.00 | AMM Select: Conversion Pro Premium Implementation | Includes config. of up to 6 existing meeting types, up to 6 existing boards, 1 approval workflow per existing meeting type, 1 existing staff report, access to 4h of group training, 1h of consulting and recorded training resources | USD 0.00       |

## Recurring Service(s)

| QTY  | PRODUCT NAME                     | DESCRIPTION                                                                                                                                                                                                                                                | 12 Month Value |
|------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.00 | AMM Select: Pro Annual Fee       | AMM Select: Pro Annual Fee                                                                                                                                                                                                                                 | USD 5,300.00   |
| 1.00 | AMM Select: AI Editing Assistant | AI Editing Assistant is an optional AMMS feature that enables authorized users to enhance agenda and meeting content using integrated AI tools to generate, summarize, rewrite, or polish text in fields like item descriptions, fiscal info, and minutes. | USD 0.00       |

|                                               |              |
|-----------------------------------------------|--------------|
| Total Investment - Initial Term               | USD 5,300.00 |
| Annual Recurring Services (Subject to Uplift) | USD 5,300.00 |

|                               |                                                           |
|-------------------------------|-----------------------------------------------------------|
| Initial Term                  | 3/1/2027 - 2/29/2028, Renewal Term 3/1 each calendar year |
| Initial Term Invoice Schedule | 100% Invoiced on Initial Term Start Date                  |

|                   |                                                                                     |
|-------------------|-------------------------------------------------------------------------------------|
| Renewal Procedure | Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date |
| Annual Uplift     | 5% to be applied in year 2                                                          |

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-123610-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client SignatureCivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

To Whom It May Concern,

CivicPlus's Agenda and Meeting Management solutions, Select and Essential (formerly CivicClerk and Municode Meetings, respectively), are the only agenda and meeting management solutions that integrate with Municode's Online Code Hosting Platform. The integration between Select/Essential and Municode's Online Code Hosting Platform allows users to push newly adopted legislation directly to the Municode Online Code Hosting Platform's landing page. Municode Online Code Hosting Platform's subscription feature, eNotify, proactively notifies staff and residents via email when Select/Essential has pushed new or updated legislation to the Municode Online Code Hosting Platform landing page.

When coupled with OrdBank (a feature of Municode's Online Code Hosting Platform), the integration between Select/Essential and the Municode Online Code Hosting Platform also enables the creation of Enhanced History Notes. Upon supplementation of legislation pushed from Select/Essential to Municode Codification, the Enhanced History Notes for amended sections are hyperlinked directly to the Select/Essential instance for the specific meeting in which that piece of legislation was adopted. This link gives staff and residents instant access to the agenda, minutes, audio, video and vote tallies (if applicable) related to the legislation that amended the specific section of the municipal code. The only platforms capable of creating Enhanced History Notes inside the Municode Online Code Hosting Platform are Select/Essential. Both of which are CivicPlus solutions.

In addition, only Civicplus Websites (Engage Open, Engage Central) integrate with Municode's Online Code Hosting Platform, providing for a two way search between CivicPlus Websites and Municode's Online Code Hosting Platform. This search feature is unique to CivicPlus.

Finally, CivicPlus is the only provider capable of integrating the search function between CivicPlus Websites and Civicplus' agenda and meeting management solutions, Essential and Select. (Engage Open integrates with Essential. Engage Central integrates with Select.) This search integration enables staff and residents who are performing a search on their CivicPlus websites to simultaneously search Essential or Select as appropriate.

No other companies or individuals in the United States have the right to sell these integrated products. Please let me know if you have any questions or would like any further documentation.

Regards,

A handwritten signature in black ink, appearing to read 'Eric Grant'.

Eric Grant

VP/GM, CivicPlus



## AGENDA

### MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda L. Bryant, City Manager

FROM: Office of the City Clerk

SUBJECT: Approval of Statement of Work with CivicPlus for NextRequest

DATE: May 12, 2026

---

#### **GENERAL SUMMARY/BACKGROUND:**

The City of Pahokee has experienced a significant and continuing increase in public records requests during 2026. This increase includes a higher volume of complex requests involving electronic communications, PST email files, and large digital record sets, which has contributed to an administrative backlog and extended processing times.

Currently, the City does not have a dedicated, centralized software platform for managing public records requests, tracking statutory deadlines, automating workflow processes, or performing integrated document review and redaction.

To address these operational challenges, staff has identified NextRequest, a proprietary public records request management solution offered through CivicPlus, as a comprehensive system designed to improve efficiency, compliance, and transparency in responding to public records requests.

#### **BUDGET IMPACT:**

The Statement of Work provides for a financial impact for Fiscal Year 2025-2026 is as follows:

- Annual Software Subscription Fee: \$5,491
- One-Time Implementation Fee: \$1,000

**Total FY 2025–2026 Cost: \$6,491**

Beginning in the subsequent fiscal year, the annual recurring fee will be \$5,988, subject to a 5% annual uplift.

Funding for this expense is currently earmarked in Account 1.512020.340 (City Clerk – Contractual Services), and all funds will be expended in accordance with the adopted 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 the item.

#### **ATTACHMENTS:**

Resolution 2026-49

**RESOLUTION 2026-49**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN AGREEMENT WITH CIVICPLUS FOR THE IMPLEMENTATION OF THE NEXTREQUEST PUBLIC RECORDS REQUEST MANAGEMENT SOFTWARE; AUTHORIZING A SOLE SOURCE PROCUREMENT DETERMINATION; AUTHORIZING EXECUTION OF ALL RELATED DOCUMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; DETERMINING CIVICPLUS TO BE A SOLE SOURCE VENDOR FOR PROPRIETARY SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pahokee has experienced a significant increase in public records requests during 2026, including complex electronic records and PST email file productions; and

**WHEREAS**, the increased volume of requests has created operational challenges in responding to public records requests; and

**WHEREAS**, the City seeks to implement a centralized software solution to improve efficiency, tracking, transparency, compliance, and workflow management for public records requests; and

**WHEREAS**, CivicPlus offers the NextRequest platform, a proprietary public records request management system designed to automate intake, tracking, review, and response processes; and

**WHEREAS**, the City Commission finds that NextRequest provides integrated review and redaction functionality, secure document handling, and enhanced management of electronic records including PST files; and

**WHEREAS**, the Agreement, attached hereto as Exhibit "A", provides for an initial term commencing upon execution and a renewal structure unless terminated in accordance with contract terms; and

**WHEREAS**, the City Commission finds that CivicPlus and its NextRequest platforms are sufficiently unique and proprietary in nature to constitute a sole source vendor which is exempt from competitive bidding pursuant to Article VII, Section 2-272(4)(c) of the City of Pahokee Code of Ordinances; and

**WHEREAS**, the Agreement, attached hereto as Exhibit "A", outlines the scope of services and costs associated with the migration and hosting services, including

Fiscal Year 2025–2026 costs to include \$5,491 in subscription fees and a \$1,000 one-time implementation fee, with future annual costs of \$5,988 subject to a 5% annual increase; and

**WHEREAS**, the City Commission finds it to be in the best interest of the City to approve the Agreement with CivicPlus.

**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. Approval and Authorization. The City Commission of the City of Pahokee, Florida hereby approves the Agreement with CivicPlus, attached hereto as Exhibit “A”, as a sole source provider for implementation of the NextRequest public records request management software. The Mayor is hereby authorized to execute the Agreement.

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

**PASSED AND ADOPTED** this 25<sup>th</sup> day of August, 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) |

**EXHIBIT "A"**

**AGREEMENT  
(ATTACHED)**

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-124956-1  
5/4/2026 3:47 PM  
8/31/2026

**Client:**  
City of Pahokee, FL

**Bill To:**  
PAHOKEE CITY, FLORIDA

| SALESPERSON | Phone | EMAIL                    | DELIVERY METHOD | PAYMENT METHOD |
|-------------|-------|--------------------------|-----------------|----------------|
| Kemp Wyatt  |       | kemp.wyatt@civicplus.com |                 | Net 30         |

## Discount(s)

| QTY  | PRODUCT NAME                           | DESCRIPTION                | 12 Month Value |
|------|----------------------------------------|----------------------------|----------------|
| 1.00 | NextRequest Year 1 Annual Fee Discount | Year 1 Annual Fee Discount | USD - 1,497.00 |

## One-time(s)

| QTY  | PRODUCT NAME                           | DESCRIPTION                                                                                                                                                            | 12 Month Value |
|------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.00 | NextRequest PT Standard Implementation | Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions | USD 1,000.00   |

## Recurring Service(s)

| QTY  | PRODUCT NAME                 | DESCRIPTION                                                                                                                                                                                            | 12 Month Value |
|------|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.00 | NextRequest PT Standard Plan | NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features | USD 5,988.00   |

|                                               |               |
|-----------------------------------------------|---------------|
| List Price - Initial Term Total               | USD 10,998.00 |
| Total Investment - Initial Term               | USD 5,491.00  |
| Annual Recurring Services (Subject to Uplift) | USD 5,988.00  |

|                               |                                   |
|-------------------------------|-----------------------------------|
| Initial Term                  | 12 Months Beginning at Signing    |
| Initial Term Invoice Schedule | 100% Invoiced upon Signature Date |

|                   |                                                                                     |
|-------------------|-------------------------------------------------------------------------------------|
| Renewal Procedure | Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date |
| Annual Uplift     | 5% to be applied in year 2                                                          |

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-124956-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client SignatureCivicPlus

---

By (please sign):

---

By (please sign):

---

Printed Name:

---

Printed Name:

---

Title:

---

Title:

---

Date:

---

Date:

---

Organization Legal Name:

---

Billing Contact:

---

Title:

---

Billing Phone Number:

---

Billing Email:

---

Billing Address:

---

Mailing Address: (If different from above)

---

PO Number: (Info needed on Invoice (PO or Job#) if required)



## Standard Package

---



# Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to create a website solution that allowed municipal staff to maintain their websites daily without needing a technical webmaster. As technology advanced, we saw our customers' need to bring more services online. We expanded our vision to make local government work better as a whole.

Today, CivicPlus provides public sector technology that automates processes, digitizes services, and enhances civic experiences. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a frictionless experience for residents and staff. Our portfolio includes solutions for:



- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Codification
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and Citizen Relationship Management
- Process Automation and Digital Services
- Planning, Permitting, Licensing, and Code Enforcement
- Fire and Life Safety Inspections
- Asset Management
- Utility Billing
- Social Media Archiving
- FOIA Management

## EXPERIENCE & RECOGNITION

**25+** Years  
**10,000+** Customers  
**950+** Employees



CivicPlus has over 25 years of experience working with municipal organizations across the US and Canada. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

## CONTACT INFORMATION

### Primary Office

302 S. 4th Street, Suite 500, Manhattan, KS 66502  
Phone: 888.228.2233 | Fax: 785.587.8951

[civicplus.com](https://civicplus.com)



[civicplus.com](https://civicplus.com)

# Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.

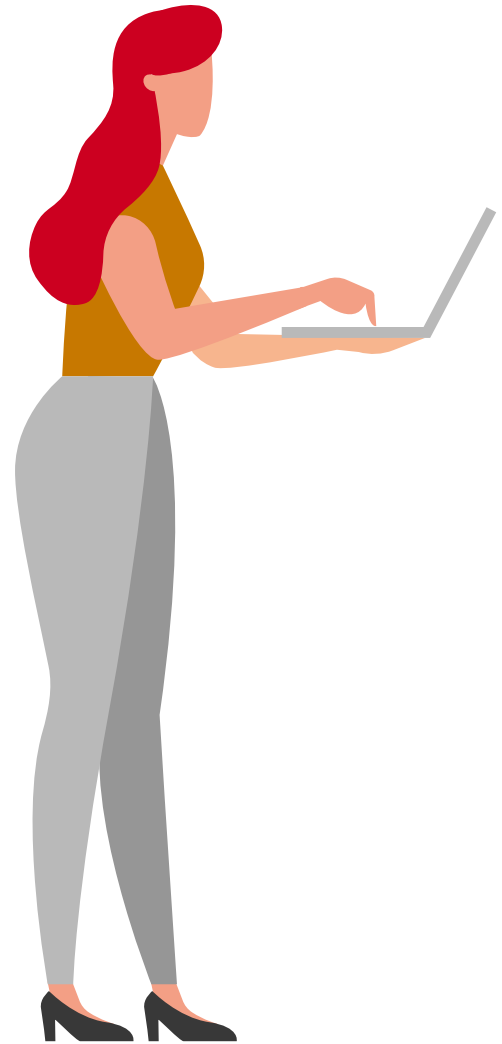


# NextRequest History

NextRequest was founded with a singular vision: to transform how public agencies handle records requests. Born out of Code for America, a national nonprofit dedicated to improving government services through technology, NextRequest was purpose-built as a specialized solution to streamline the public records process. Our founders understood that transparency and accessibility are fundamental to building trust between government and residents, but that existing systems were outdated, inefficient, and often frustrating for both requesters and staff.

With a deep commitment to efficiency, compliance, and transparency, NextRequest has grown into the leading platform for automating and managing public records requests. We've tailored our solution to meet the unique needs of government agencies, with a focus on simplifying workflows, improving user experiences, and ensuring regulatory compliance.

Now a part of CivicPlus, NextRequest continues to innovate within the public sector, offering a flexible and scalable solution that helps agencies at all levels better serve their communities and fulfill public records laws with confidence.



# NextRequest at a Glance

|                                                                                     |                                       |                                                      |
|-------------------------------------------------------------------------------------|---------------------------------------|------------------------------------------------------|
|    | <b>Serious About Security</b>         | SOC 2 Type II Audit, AES-256 encryption, and more    |
|    | <b>True Batch Redaction</b>           | Draft redaction, bulk redaction, and more            |
|    | <b>Experts in Record Requests</b>     | Records requests software is all we do               |
|   | <b>FOIA-Specific Customer Service</b> | All customers assigned a Customer Support Specialist |
|  | <b>950+ Customers</b>                 | And growing fast                                     |
|  | <b>Customers Love Us</b>              | Check out our glowing Capterra & G2Crowd reviews     |

“The batch redaction tool is life-changing.”

Robby Conteras, National City, CA

# Standard Plan Overview

---

## Licensing

- Unlimited Staff Users
- Unlimited Departments
- 10 Admin-Publisher Users
- 2 TB Storage

## Resident-Facing Public Portal

- Unlimited Updates
- Customizable Request Form
- Real-Time Request Diversion Alerts
- Agency-Specific URL
- Optional Request and Record Publishing

## Workflows & Automation

- Due Date Calculation, Reminders, and Status Indicators
- Departmental Routing and Point of Contact Automation
- Automated Request Acknowledgment and Updates
- Task Assignment, Tracking, and Reminders
- Unlimited Message Templates
- Timeline Audit Trail, Email and Record Monitoring
- Support Any File Size or Type

## Review & Redaction with Unlimited Users

- Basic Redaction and RapidReview Module
- Custom Exemption List and Automated Log
- Custom Redaction Patterns

## Invoicing & Payments

- Unlimited Invoicing Templates
- Time Tracking and Cost Calculation
- CivicPlus Pay Integration for Online Payments (+)

## Tracking & Reporting

- Automated Reporting
- Administrative Dashboard
- Customizable Reports

## IT & Compliance

- Automated Retention Scheduling
- CivicPlus SSO Integration
- SOC 2 Type II Audit
- CJIS Attestation Available
- HIPAA Compliance Available with BAA
- Custom IdP SSO (+)
- Risk Module (+)

## Support

- In-App Chat, Phone, and Email Support
- 24/7 Help Center Access



# Plan Details

---

## ADMINISTRATIVE TOOLS

- Unlimited updates to branding and public portal settings
- Configurable due date calculation, with a custom holiday calendar and configurable reminders
- Configurable departments with associated staff and staff backups
- Automatic request routing to predefined user groups or departments
- User-configurable email alert preferences
- User-configurable templates for acknowledgment, messages, and closure reasons
- Customizable tags to categorize requests

## PERMISSIONS & VISIBILITY

- Role-based permissions to allow controlled access to specific feature sets
- Default request visibility settings to ensure consistent internal visibility
- Change the visibility of a request in two clicks to make it more restricted

## REQUESTER & PUBLIC ACCESS

- Requesters are not required to create an account, no roadblocks to transparency
- Choose whether to make a request public or only available to the requester
- Records can be viewed in application or downloaded in two clicks
- Record availability and hosting is dependent on your retention schedule
- Supports any file type, including PDF, email extracts, audio, video, etc.



## CUSTOM FORMS

- Staff can customize request forms to allow requesters to select a department and provide additional information with custom fields
- Add tips, FAQs, T&C's, etc. to make the process more accessible and easier to understand for requesters
- Allow requesters to upload documents if required
- Staff can manually enter a request if it is received in another format and notate such (fax, mail, phone, etc.)

**NEXTREQUEST  
BY THE NUMBERS**

**2M+** Requests Fulfilled  
**20M+** Documents Processed

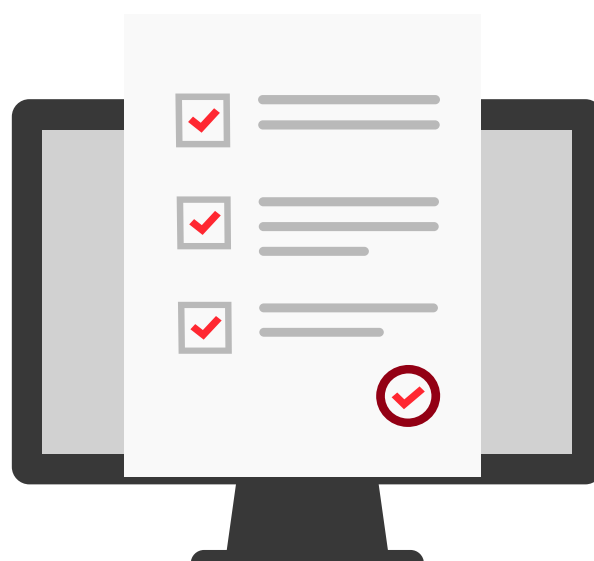


## REQUEST DIVERSION

- In seconds, create real-time keyword alerts that trigger pop-up messages for requesters
- Redirect requesters to existing information online, provide additional tips, or proactively redirect them to the correct agency
- Allow requesters to review and reference past requests and documents to reduce duplicate requests

## COMPLIANCE ENABLEMENT

- Automatic email notifications for requests that are “overdue”, “due tomorrow” and “due soon”
- Automatic status indicators show which requests are overdue, due soon, paused, etc.
- Task reminders are separate from due date reminders to ensure all steps are completed in a timeline manner
- Automated request acknowledgment to help satisfy legal requirements
- Timeline tracking of each request provides an audit trail for accountability and legal protection
- Provide additional documentation to your Timeline with custom notes
- Track if a requester has viewed a message, or viewed or downloaded released records
- Retention scheduling ensures requests and records are not kept longer than legally required
- Email bridge allows users to send messages via email without logging into the application, while still being tracked



## BASIC REDACTION

- Redact manually with rectangles and highlighters, or search for text or patterns
- Custom exemption list and custom redaction patterns
- Automatically generated redaction log for transparency and compliance
- Automatically generates both redacted and original versions of your documents

## RAPIDREVIEW MODULE

- All the functions of the Basic Redaction tool plus...
- Extract PST and MSG files for review, with email deduplication
- Efficiently review large amounts of documents and emails in context and create review workflows
- True Batch Redaction to handle hundreds of records at once, with all redactions autosaved as draft so you never lose your work
- Collaborate on redactions before finalization and release
- Take batch actions on records to move, delete, release, or zip hundreds of records at once
- Optical character recognition (OCR) available to help decipher the text on scanned documents

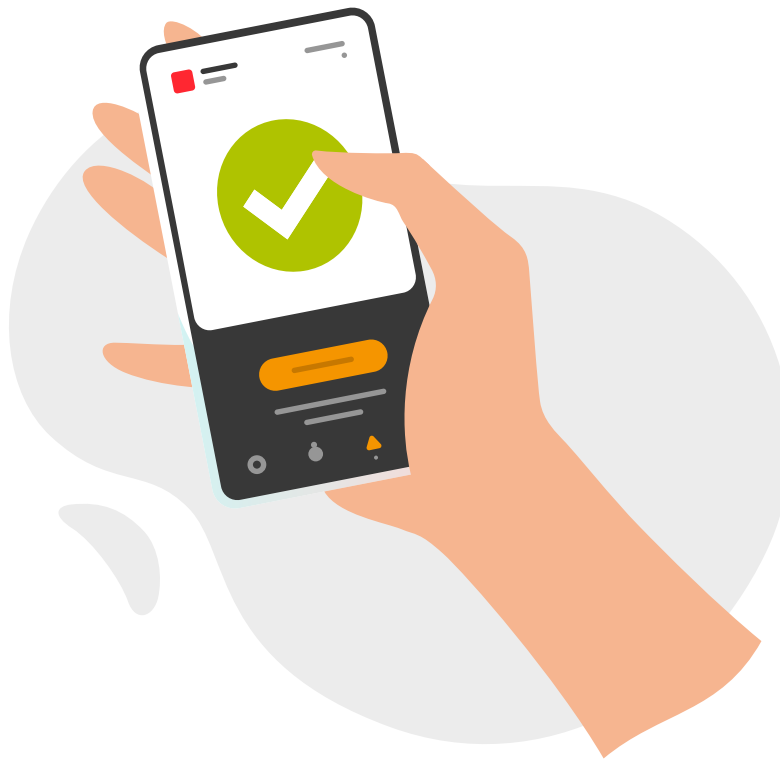


## COST, INVOICING, AND PAYMENTS

- Track staff time per request with automated cost calculation
- Send and track invoices, with option to receive payments online via credit card (PCI compliant)
- Create unlimited invoicing templates for different fees

## TRACKING AND REPORTING

- Automated reports that showcase request volume, average fulfillment, departmental breakdown and more
- The Administrative Dashboard provides quick insight to overall status and performance
- Run custom reports based on numerous request variables



Our records request software empowers organizations to collaborate remotely and asynchronously.



# Implementation (Virtual Only)

## Standard Plan Overview

The success of your onboarding is a priority to CivicPlus. Over the course of four stages, we'll work with you to:

**Configure** the portal to match your agency's process for responding to public records requests and set up agency-specific information such as:

- Users and Departments
- Message Templates
- Instructions for the Requester
- Tags

**Train** users on how to manage and respond to public records requests. All training is recorded, so you can rewatch and share it at any time or join any of our ongoing bi-weekly virtual training webinars.

- One Admin training with a Launch Manager for those administering the portal
- One Staff training via Webinar for staff users responding to records requests

## Keys to a Successful Rollout

### Designate a Primary Contact

Choosing someone who is involved in responding to public records requests frequently is ideal.



### Clearly Map Out Processes

This is a vital step. Mapping out current processes as well as desired changes is the foundation of a great rollout.

### Set Training Dates Early

This will help ensure maximum attendance for your Admin & Staff trainings.



# Standard Project Timeline

A typical Standard NextRequest onboarding rollout takes ~8-12 weeks.

|         |            |                    |                                                                                                                                                                        |
|---------|------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| STAGE 1 | Week 1     | Key Stakeholders   | <b>Process Mapping:</b> Fill out customer success plan, gather information, and add users, departments, and portal images.                                             |
|         | Week 2     | Key Stakeholders   | <b>Kickoff Call:</b> 30-60 minute meeting to outline the onboarding and training process as well as set a Go Live date.                                                |
| STAGE 2 | Weeks 2-3  | Portal Admins      | <b>Gather Info for Portal:</b> Finalize users and departments list. Update templates, alerts, tags, and custom text.                                                   |
|         | Week 4     | Portal Admins      | <b>Admin Training:</b> 60-90 minute meeting for users who will be administering the portal and managing records requests as an Admin.                                  |
| STAGE 3 | Week 6     | All Staff Users    | <b>Staff Training:</b> 60 minute training for staff who will be responding to record requests within the portal. <b>Note: This staff training is via webinar only.</b> |
|         | Week 7     | Communication Team | <b>Go Live:</b> Your agency's portal is now live and available to the public.                                                                                          |
| STAGE 4 | Weeks 8-12 | Portal Owner(s)    | <b>Check-in Review:</b> Compare the first month of NextRequest usage against 30-day success goals and how you are using NextRequest.                                   |

## OUR PROMISE TO YOU

Our team is dedicated to giving you the best experience in customer support. If your team changes, if your process changes, or if your agency evolves we're here to help you transition and get you back on track.

# Continuing Services

## Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members’ questions and ensure their confidence. NextRequest’s dedicated support team is available 8 a.m. – 5 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of your solution.

CivicPlus Technical Support will provide a toll-free number, chat, and an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

### Support at a Glance

- Dedicated NextRequest technical support 8 a.m. – 5 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and chat
- 4-hour initial response during business hours
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center ([civicplus.help](https://civicplus.help))



### AWARD-WINNING

CivicPlus has been honored with three Gold Stevie® Awards, six Silver Stevie® Awards, and nine Bronze Stevie® Awards. The Stevie Awards are the world’s top honors for customer service, contact center, business development, and sales professionals.

## CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

## CONTINUING PARTNERSHIP

We won’t disappear after your portal is launched. You’ll be assigned a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

# Hosting & Security

## INFRASTRUCTURE

**Application Security** – NextRequest servers and databases are hosted on Amazon Web Services. All data is hosted in the United States.

**Storage Security** – Customer image assets and documents are stored in Amazon S3.

**Backups** – Your data is backed up daily, weekly, and monthly.

**Redundancy** – We maintain redundancy to prevent single points of failure, are able to replace failed components, and utilize multiple data centers designed for resiliency.

**Disaster Recovery** – We have a step-by-step plan in place to take precautions and minimize the effects of a disaster.

## COMPLIANCE

**SOC 2 Type II Audit** – NextRequest has successfully completed a SOC 2 Type II audit.

**Accessibility** – NextRequest product is compliant with both WCAG 2.1, Level A and Level AA and also compliant with WCAG 2.2, Level A and Level AA

**CJIS** – NextRequest enables agency Criminal Justice Information Services (CJIS) compliance by mapping features and the organization to CJIS security controls.

**Encryption** – All data is encrypted at rest using AES-256 and in transit using TLS v1.2. Documents can only be accessed through a valid token that expires. For data, we encrypt in transit using TLS 1.2 and AES-256 at rest.

**Codebase** – The NextRequest codebase is built on the latest version of Ruby and Ruby on Rails. Changes are made to repositories via GitHub Pull Requests (PRs).

**HTTPS & SSL** – All web requests between web clients and NextRequest are secured by TLS version 1.2.

**Monitoring** – Standard application logs are collected daily and weekly. Individual user access is logged within the application and kept in application logs. System status reports are available 24/7 here: <https://bit.ly/2YGxbhZ>

**Security Updates** – NextRequest's architecture allows security updates to be made to all customers in real-time, preventing delays in the patching of security vulnerabilities.

**Data Destruction** – At the request of a customer, we will expunge all customer data from NextRequest servers.

## ADDITIONAL INFORMATION

**Updates & Patches** – NextRequest uses a software-as-a-service (SaaS) delivery model. This means customers are always using the most up-to-date version of the application and don't have to wait for new releases, including security updates. Development is conducted on a 2-week cycle.

**Single Sign-On (SSO)** – NextRequest can add SSO integrations including Active Directory and OAuth to improve password security and access controls across the enterprise organization.

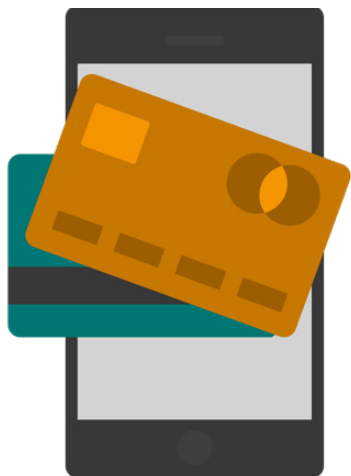
**Password Standards** – We enforce strong passwords based on the NIST 800-63B guidelines.

**Browser Compatibility** – NextRequest is optimized for Chrome but works with IE11 and up and other modern web browsers.



# Optional Add-Ons

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## Credit Card Processing

CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Local governments can use Pay within many of our solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment processor. Pay offers integrations with several common payment processors to provide flexible payment solutions. CivicPlus has partnered with several integrated processors to enhance the customer experience through a streamlined relationship between the CivicPlus solution and the processor that processes the payments.

If a partner payment processor is utilized by you, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported processor providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Additional details on our approved partner network and other supported processor providers is available upon request.

To utilize any of the approved processors, an agreement will need to be executed directly between you and the vendor that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment processors, you'll need to procure any required devices directly from your selected processor provider for either purchase or rent. We are happy to assist in your procurement of such devices.

## Risk Module

- Personally Identifiable Information, like full names, phone numbers, SSNs, mailing addresses, passport numbers, and much more
- Credentials, including many common API and encryption keys
- Financial Information, like credit card and bank account numbers
- Personal Health Information, including identification numbers associated with health insurance, prescription drugs, and medical devices
- An extra layer of security to help keep track of how many documents have been reviewed and understand their 'Risk Level' on a scale from Low to High, based on the information identified



# Disclaimer

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## Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.



## AGENDA

### MEMORANDUM

TO: Honorable Mayor and City Commissioners

VIA: Brenda Bryant, City Manager

FROM: Building, Planning & Zoning/Code Enforcement

SUBJECT: CDBG Grant Agreement for FY 2026-2027  
(To replace page 19 of the Original Agreement previously presented before the City Commission on 7/14/2026, as this is the only page affected by addition of the new language under Item 42.

DATE: August 25, 2026

---

#### **GENERAL SUMMARY/BACKGROUND:**

The City of Pahokee receives funding through Palm Beach County to utilize Community Development Block Grant (CDBG) funds to carry out code enforcement activities within the boundaries of the City of Pahokee's designated CDBG Code Enforcement Target Area, as defined in the CDBG Code Enforcement Agreement for Fiscal Year 2026-2027.

The City Commission previously approved the CDBG Grant Agreement for Fiscal Year 2026-2027 pursuant to Resolution No. 2026-38.

Palm Beach County has provided an amendment to the Agreement requiring the replacement of Page 19 of the original Agreement to incorporate additional language under Item 42. No other pages of the Agreement are being amended.

#### **BUDGET IMPACT:**

The amendment does not change the previously approved funding amount or the City's intended use of the CDBG funds, however, funding of up to \$45,486 is subject to the availability of funds under the amended Agreement.

#### **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

#### **ATTACHMENTS:**

Resolution 2026- 50

**RESOLUTION NO. 2026-50**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND ACCEPTING AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2026/2027 PREVIOUSLY APPROVED BY RESOLUTION NO. 2026-38 BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, AS SET FORTH HEREIN AND ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AMENDMENT TO INCORPORATE AVAILABILITY OF FUNDS LANGUAGE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development Block Grant ("CDBG") Program in certain areas of Palm Beach County, pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, Palm Beach County has made available Forty-Five Thousand Four Hundred Eighty-Six Dollars (\$45,486.00) in CDBG funding to the City of Pahokee for the provision of code enforcement services and specifically for the enforcement of applicable housing and building codes; and

**WHEREAS**, the City Commission of the City of Pahokee previously approved the CDBG Agreement for Fiscal Year 2026/2027 between the City of Pahokee and Palm Beach County pursuant to Resolution No. 2026-38; and

**WHEREAS**, Palm Beach County has proposed an amendment to the previously approved CDBG Agreement, as set forth in the amendment attached hereto as Exhibit "A" to incorporate language pertinent to the County's availability of funds; and

**WHEREAS**, the City Commission of the City of Pahokee ("City Commission") finds that accepting and executing the amendment to the previously approved CDBG Agreement is in the best interests of the residents of the City of Pahokee.

**NOW THEREFORE, BE 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 accepts the amendment to the CDBG Agreement for FY 2026-2027 previously approved pursuant to Resolution No. 2026-38 between the City of Pahokee and Palm Beach County for funding of Code Enforcement Services, attached hereto as Exhibit “A.” The Mayor and City Manager are hereby authorized to execute the amendment and any documents necessary to effectuate the amendment on behalf of the City of Pahokee.

**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 25th day of August, 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"**

**CDBG Agreement Amendment - FY 2026-2027**

(ATTACHED)

in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from HED.

**41. INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

**42. AVAILABILITY OF FUNDS**

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from Federal, State, or local sources for the purposes provided herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from County's annual budget and appropriations. In the event the funding sources received by the County for the purposes provided herein are terminated or reclaimed, the Subrecipient acknowledges and agrees to repay any funds that have been disbursed to the Subrecipient as part of this Agreement.

**43. ENTIRETY OF AGREEMENT**

The County and the Subrecipient agree that this Agreement sets forth the entire understanding between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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## AGENDA

### MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda Bryant, City Manager

FROM: Office of the City Manager

SUBJECT: MOU with United Negro College Fund (UNCF)

DATE: August 11<sup>th</sup>, 2026

---

#### **GENERAL SUMMARY/BACKGROUND:**

1. The City of Pahokee seeks to establish a partnership with the United Negro College Fund (UNCF) through a Memorandum of Understanding to support educational initiatives, community engagement, and opportunities that benefit City residents.

#### **BUDGET IMPACT:**

There is no fiscal impact associated with approval of the Memorandum of Understanding at this time.

#### **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

#### **ATTACHMENTS:**

Resolution 2026-51

## RESOLUTION NO. 2026-51

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PAHOKEE AND THE UNITED NEGRO COLLEGE FUND (UNCF), 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 recognizes the importance of educational opportunities and partnerships that benefit the residents of the community; and

**WHEREAS**, the City desires to enter into a Memorandum of Understanding with the United Negro College Fund (UNCF) to establish a collaborative partnership that supports educational initiatives and community engagement; and

**WHEREAS**, the City Commission finds that entering into the Memorandum of Understanding serves a valid public purpose and is in the best interests of the City.

**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 Memorandum of Understanding between the City of Pahokee and UNCF, attached as Exhibit "A," and authorizes the Mayor and City Manager to execute the agreement and all related documents..

**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 11th day of August 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"**

**MEMORANDUM OF UNDERSTANDING BETWEEN UNITED NEGRO COLLEGE  
FUND (UNCF)  
AND THE CITY OF PAHOKEE**

(ATTACHED)

**MEMORANDUM OF UNDERSTANDING BETWEEN UNITED NEGRO COLLEGE FUND (UNCF)  
AND THE CITY OF PAHOKEE**

This two-party Memorandum of Understanding ("MOU") is made and entered into this \_\_\_\_ day of August, 2026, by and between the **City of Pahokee ("City")**, whose address is **207 Begonia Drive, Pahokee, Florida 33476**, and the **United Negro College Fund (UNCF)**, whose address is \_\_\_\_\_. This MOU shall remain in effect pursuant to the terms below.

**Recitals**

**WHEREAS**, the City of Pahokee ("City") desires to enter into a Memorandum of Understanding ("MOU") with the United Negro College Fund ("UNCF") to establish a year-round Educational Access and Opportunity Partnership dedicated to expanding educational opportunities for students and families in Pahokee and the surrounding communities; and

**WHEREAS**, UNCF is the nation's largest and most effective minority education organization, providing scholarships, educational support, advocacy, and resources that help students pursue higher education and achieve lifelong success; and

**WHEREAS**, UNCF works to increase scholarship awareness, college readiness, FAFSA completion, financial literacy, career preparation, and access to Historically Black Colleges and Universities (HBCUs) and other postsecondary educational opportunities; and

**WHEREAS**, the City of Pahokee recognizes that education is fundamental to strengthening families, promoting economic mobility, developing the local workforce, and improving the quality of life for its residents; and

**WHEREAS**, the Parties desire to collaborate throughout the year by participating in educational workshops, scholarship awareness campaigns, community outreach activities, fundraising initiatives, and other programs designed to improve educational outcomes; and

**WHEREAS**, the Parties agree to collaborate in planning and promoting the annual **UNCF Walk for Education – Pahokee**, which will serve as the signature community event supporting scholarships, educational programming, and student success initiatives; and

**WHEREAS**, the City Commission of the City of Pahokee finds that authorizing the City Manager to execute this Memorandum of Understanding between the City of Pahokee and the United Negro College Fund is in the best interests of the residents of the City.

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

**Article I**

**Term**

This MOU shall become effective upon execution by both parties and shall remain in effect for a period of **three (3) years**, unless terminated earlier in accordance with this Agreement.

Either party may terminate this MOU at any time by providing thirty (30) days written notice to the other party.

**Article II**

**Scope of Services**

**United Negro College Fund (UNCF)**

UNCF agrees to:

1. Provide educational resources that increase awareness of scholarships, grants, financial aid, and higher education opportunities.
2. Coordinate or participate in workshops focused on college readiness, FAFSA completion, financial literacy, career exploration, workforce development, and postsecondary planning.
3. Promote Historically Black Colleges and Universities (HBCUs) and other accredited colleges and universities to students and families.
4. Participate in City-sponsored events, including community festivals, back-to-school events, youth activities, holiday celebrations, educational fairs, and other community engagement opportunities.
5. Collaborate with the City to develop fundraising initiatives supporting scholarships and educational programming, including:

- UNCF Walk for Education – Pahokee
  - Scholarship Campaigns
  - Community Giving Campaigns
  - Corporate Sponsorship Opportunities

- Municipal Partnerships
  - Faith-Based Engagement Initiatives
  - Educational Luncheons
  - Student Recognition Programs

6. Provide educational materials, outreach resources, technical assistance, and referrals that support students and families pursuing higher education.
7. Recognize municipal leadership, educators, community partners, volunteers, donors, and students whose efforts advance educational opportunity.

### **City of Pahokee**

The City agrees to:

1. Promote UNCF educational initiatives through appropriate City communication channels.
2. Collaborate with UNCF in planning educational workshops, community outreach activities, and student engagement programs.
3. Assist UNCF in identifying available City facilities or public spaces for educational programming, subject to City policies and availability.
4. Encourage participation by residents, local schools, businesses, civic organizations, faith-based organizations, and community partners.
5. Support the planning and promotion of the annual UNCF Walk for Education and other mutually agreed educational initiatives.
6. Recognize educational achievement and encourage community participation in activities that strengthen educational opportunity throughout the City.

### **Article III**

#### **Shared Partnership Goals**

The Parties agree to work collaboratively to:

1. Increase scholarship awareness among students and families.
2. Improve FAFSA completion rates.
3. Expand access to higher education opportunities.
4. Promote career readiness and workforce development.
5. Strengthen partnerships among educational institutions, nonprofit organizations, businesses, faith-based organizations, and community leaders.
6. Increase philanthropic support for scholarships, emergency student assistance, and educational initiatives.

7. Position the City of Pahokee as a leader in educational excellence, student success, and community engagement.

**Article IV**

**Annual Signature Initiative**

The Parties agree to collaborate in planning and implementing the annual **UNCF Walk for Education – Pahokee**.

The event may include:

- |                                    |                                       |
|------------------------------------|---------------------------------------|
| • Community Resource Fair          | • Corporate Sponsorship Opportunities |
| • Scholarship Awareness Activities | • Community Partners                  |
| • FAFSA Assistance                 | • Educational Institutions            |
| • College and Career Information   | • Leadership Recognition              |
| • HBCU Recruitment Opportunities   | • Volunteer Opportunities             |
| • Student Success Stories          |                                       |

**Article V**

**Funding**

This Memorandum of Understanding does not obligate either party to provide funding to the other. Any grants, sponsorships, donations, or financial commitments resulting from this partnership shall be subject to separate written agreements and all applicable laws, regulations, policies, and approval requirements.

**Article VI**

**Insurance**

UNCF shall maintain any insurance required by applicable law for its respective operations. If any event is conducted on City-owned property requiring insurance under applicable City policies, UNCF shall maintain insurance acceptable to the City and provide certificates of insurance upon request.

**Article VII**

**Indemnification**

Each party shall be responsible for the negligent acts or omissions of its own officers, employees, agents, and representatives. Nothing contained in this MOU shall be construed as a waiver of sovereign immunity by the City of Pahokee under Section 768.28, Florida Statutes.

**Article VIII**

**Amendments**

This MOU may be amended only by a written agreement executed by authorized representatives of both parties.

**Article IX**

**General Provisions**

This MOU represents the entire understanding between the parties concerning this partnership.

Nothing contained herein shall be construed to create a partnership, joint venture, agency relationship, or employer-employee relationship between the parties.

This MOU shall be governed by the laws of the State of Florida.

**The parties hereby execute this Memorandum of Understanding by their duly authorized officials.**

**CITY OF PAHOKEE**

**Keith W. Babb Jr.**

Mayor, City of Pahokee

Date: \_\_\_\_\_

Attest:

**Nylene Clarke, CMC**

City Clerk

Date: \_\_\_\_\_

**Brenda L. Bryant**

City Manager

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Burnadette Norris-Weeks, Esq.  
City Attorney

**UNITED NEGRO COLLEGE FUND (UNCF)**

Address: \_\_\_\_\_

\_\_\_\_\_  
**Rob J. Beasley**  
Area Development Director  
United Negro College Fund  
Date: \_\_\_\_\_



## AGENDA

### MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Brenda Bryant, City Manager

FROM: Office of the City Manager

SUBJECT: ARCHITECTURAL AND ENGINEERING CONSULTING  
RFQ # 2026-01

DATE: August 25<sup>th</sup>, 2026

---

**GENERAL SUMMARY/BACKGROUND:**

The City of Pahokee requires professional architectural and engineering services for various municipal projects and intends to solicit qualifications from experienced firms through RFQ No. 2026-01 to identify the most qualified providers, subject to available funding and applicable City approval requirements.

**BUDGET IMPACT:**

The fiscal impact will be determined based on individual project needs and negotiated professional service fees. Any resulting professional services agreement, task order, work authorization, or expenditure will be subject to available appropriations, applicable funding restrictions, and required City approvals.

**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

**ATTACHMENTS:**

Resolution 2026-52

**RESOLUTION NO. 2026-52**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO SOLICIT THROUGH A REQUEST FOR QUALIFICATIONS (RFQ) CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT (CCNA) SERVICES; TO ESTABLISH A RENEWED LIBRARY OF QUALIFIED CONSULTANTS FOR FUTURE PROJECTS ON AN AS NEEDED BASIS FOR AN INITIAL TERM OF THREE (3) YEARS, WITH A ONE-YEAR RENEWAL OPTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pahokee ("City") has an ongoing need for Consultants' Competitive Negotiations Act ("CCNA") services related to citywide infrastructure and construction projects; and

**WHEREAS**, the City desires to issue a Request for Qualifications (RFQ) to obtain various CCNA services, such Civil Engineering, Architectural, Landscape Architectural, Structural Engineering, Mechanical, Electrical, Plumbing, Utilities Engineering, Traffic Engineering, Land Surveying, Construction Testing/Inspections Engineering and General Consulting Engineering Services; and

**WHEREAS**, in accordance with Florida State Statute 287.055, the Consultants' Competitive Negotiations Act ("CCNA") these services as to be procured in a specified way; and

**WHEREAS**, the City Interim Manager has requested that the City advertise on DemandStar, and through other relevant means, a Request for Qualifications, attached in Exhibit "A" hereto; and

**WHEREAS**, the City is seeking to establish a renewed library of qualified consultants for future projects on an as needed basis and for an initial term of three (3) years, with one renewal option; and

**WHEREAS**, the City Commission desires to approve issuance of the Request for Qualifications (RFQ), substantially in the same form attached hereto as Exhibit "A". The RFQ shall be issued in a broad way to attract a wide range of potential bidders both electronically and through the utilization of local publications; and

**WHEREAS**, the City Commission finds it is in the best interest of the City to comply with the Consultants' Competitive Negotiations Act ("CCNA"), at this time and to further pursue Continuing Services Agreements with qualified vendors.

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

**SECTION 1. RECITALS**

The recitals to the preamble herein are incorporated by reference.

**SECTION 2. AUTHORIZATION**

The City Commission of the City of Pahokee hereby authorizes the City Manager to solicit, through a Request For Qualifications (RFQ) substantially in the same form attached hereto as Exhibit "A", Consultants' Competitive Negotiations Act ("CCNA"), services and to establish a renewed Library of qualified consultants for future projects on an as needed basis for an initial term of three (3) years, with a one-year renewal option.

**SECTION 3. SCRIVENER'S ERRORS**

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

**SECTION 4. EFFECTIVE DATE**

This Resolution shall take effect upon the adoption.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Weeks, City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

VOTE:

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

**EXHIBIT "A"**

**(attached)**

**REQUEST FOR QUALIFICATIONS**

**CITY OF PAHOKEE**  
**ARCHITECTURAL AND ENGINEERING CONSULTING**  
**RFQ # 2026-01**



CITY OF PAHOKEE  
207 Begonia Drive  
Pahokee, FL 33476

KAMETRA DRIVER  
STRATEGIC PLANNER  
kdriver@cityofpahokee.com

**DATE ISSUED: August 28, 2026**  
**DATE DUE: September 29, 2026 at 2:00 P.M.**

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IT IS SOLELY AND STRICTLY THE RESPONSIBILITY OF EACH PROPOSER TO SUBMIT PROPOSALS TO THE CITY OF PAHOKEE, OFFICE OF THE CITY CLERK, ON OR BEFORE:

PROPOSAL DUE: September 29, 2026, AT 2:00 P.M.

INSTRUCTIONS FOR SUBMITTING A PROPOSAL  
IN RESPONSE TO A FORMAL  
REQUEST FOR QUALIFICATIONS

1. All Proposals must be submitted on 8 ½” by 11” paper, neatly typed with normal margins and spacing. The original document package must not be bound, but the document package copies should be individually bound.
2. Proposers must submit **one unbound, one-sided original, and five (5) two-sided bound copies (for a total of six)** and one **USB containing an electronic version of the complete Proposal** to the City of Pahokee (“City”) by the Proposal Due Date and Time.
3. All required forms must be notarized, where necessary, by a registered notary, and completed by the Proposer submitting the Proposal.
4. The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship with the City.
5. **The original and all copies of the Proposal along with a USB** containing the proposal must be packaged in an envelope or container and submitted to the City at the following address:

OFFICE OF THE CITY  
CLERK THE CITY OF  
PAHOKEE  
207 Begonia Drive  
Pahokee, FL 33476

6. Proposals must include the following information clearly marked on the face of the envelope or container:
  - a) Proposer's name, return address and telephone number;
  - b) Title of the Solicitation and the Solicitation number; and
  - c) The Solicitation Due Date and Time

7. Hand-carried Proposals may be delivered during the City's regular business hours, Monday through Friday, excluding holidays observed by the City, but not beyond the Due Date and Time.
8. Proposals submitted at the same time for different solicitations shall be placed in separate envelopes and each envelope shall contain the information stated in paragraph 6 above.
9. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required, previously stated information appears on the outer package or envelope used by such service.

**PROPOSERS WHO FAIL TO INCLUDE THE ABOVE INFORMATION ON THE FACE OF THEIR PROPOSALS MAY BE DEEMED "NON-RESPONSIVE," AND SUCH PROPOSERS SHALL HAVE NO GROUNDS OF PROTEST IN THE EVENT THEIR PROPOSALS ARE OPENED IN ERROR.**

**THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR QUALIFICATIONS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS WILL NOT BE CONSIDERED.**

# SECTION 1

## GENERAL TERMS AND CONDITIONS

### 1-1 DEFINITIONS

Wherever used in these General Terms and Conditions or in the other Contract Documents the following terms have the meanings indicated:

The term “Addenda” shall mean the written or graphic instruments issued which make additions, deletions, or revisions to the Solicitation.

The term “Application for Payment” shall mean the form furnished by the Consultant to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

The term “Amendment” shall mean a document signed by the Consultant and the City that authorizes an adjustment in the Work, Contract Price or Contract Time.

The term “Best and Final Proposal(s)” shall refer to the final quote submitted after negotiations are completed that contains the Proposer’s most favorable terms for price, Services and products to be delivered.

The terms “CBE” or “SBE” Firms shall refer to a business that either: (1) qualifies as a “County Business Enterprise” (“CBE”) as defined in the Palm Beach County Code, has a valid Palm Beach County business tax receipt, and is located in and doing business in Palm Beach County, or (2) qualifies as a “Small Business Enterprise” (“SBE”) as defined in the Palm Beach County Code.

The term “Chief Procurement Officer” shall refer to the Director of the City’s Procurement Department.

The term “City” shall refer to the City of Pahokee, Florida, or its City Commission, as applicable.

The term “City Commission” shall mean the governing and legislative body of the City.

The term “City Manager” shall mean the Chief Administrative Officer of the City.

The term “Claim” shall mean a demand, assertion, dispute or other such claim by one of the parties arising out of or based upon the terms and conditions of the Contract Documents.

The term “Consultant” shall refer to the Successful Proposer that will contract with the City to provide professional Services for this Project.

The terms “Contract” or “Agreement” shall refer to the Contract that may result from this Request for Qualifications. “Sample Contract” shall refer to the enclosed sample contract, provided for illustrative purposes only, and subject to modification by the City.

The term “Contract Documents” shall mean the Request for Qualifications, all attachments and exhibits, Qualification Forms (including the Quote, information required of Proposer, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Terms and Conditions (if any), Special Conditions (if any), Technical Specifications (if any), Drawings, and all addenda and Change Orders.

The term “Contract Price” shall mean the original contract amount established in the Proposal and awarded by the City, as may be amended by Change Order.

The term “Contract Time” shall mean the original time between commencement and completion established in the Contract, as may be amended by Change Order.

The term “Day” shall mean a calendar day of 24 hours measured from midnight to the 11:59 P.M.

The term “Defective Work” shall mean Work that is unsatisfactory, faulty, or deficient; or that does not conform to the requirements of the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to a recommendation of final payment.

The term “Due Date and Time” shall refer to the due date and time listed in the Solicitation Timetable stated in Section 2 of this Solicitation.

The term “Effective Date of the Agreement” shall mean the date indicated in the Agreement on which it was executed. If no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

The term “Final Completion” shall mean the date on which all conditions and requirements of any permits and regulatory agencies have been satisfied, any documents required by the Contract Documents have been received by the City; any other documents required to be provided by the Consultant have been received by the City, and the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

The term “Force Majeure” shall mean any delay occasioned by superior or irresistible force(s) occasioned by violence in nature without the interference of human action, such as, hurricanes, tornados, flood and loss caused by fire and other similar unavoidable casualties; changes in federal Law, state or local Laws, ordinances, codes or Regulations, enacted after the date of this Agreement and having a substantial impact on the Project; other causes beyond the parties control; or by any other such causes which the City and the Consultant decide in writing to justify the delay. Provided, however, that market conditions, labor conditions, and similar matters which normally impact the Work shall not be considered a Force Majeure.

The term "Goods" shall refer to all Materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Work and the terms and conditions of this Solicitation.

The terms "Laws and Regulations", or "Laws" or "Regulations" shall mean the laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such laws and regulations, including the applicable federal, state and local government entities and/or agencies.

The term "Local Business" shall refer to a firm that is domiciled and doing business within the City of Pahokee City limits and complies with all City of Pahokee licensing requirements, and is current on all City taxes.

The term "Materials" shall mean materials incorporated in this Project or used or consumed in the performance of the Work.

The term "Notice of Intent to Award" shall mean the written notice by the City to the apparent Successful Proposer stating that upon compliance by the apparent Successful Proposer with the conditions precedent therein within the time specified, the City may enter into a Contract.

The term "Notice to Proceed" shall mean any written notice issued by the City to the Successful Proposer authorizing the Successful Proposer to proceed with the Work.

The terms "Procurement Office" or "Procurement Department" shall refer to the Procurement Office of the City.

The term "Proposal" shall mean any offer(s) submitted in response to this Request for Qualifications.

The term "Proposal Forms" shall mean the forms required to be submitted in accordance with this Request for Qualifications.

The term "Proposer" shall refer to any architect or engineer submitting a Proposal in response to this Request for Qualifications.

The terms "Request for Qualifications", "RFQ" or "Solicitation" shall mean this Request for Qualifications, including all exhibits, attachments, amendments and change orders issued by the Procurement Department.

The terms "Specifications" or "Technical Specifications" shall mean those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

The terms "Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contracts with the Successful Proposer to furnish labor, or labor and Materials, in connection with the Work or Services for the City, whether directly or indirectly, on behalf of the Successful Proposer.

The term “Substitutions” shall mean Materials, products, equipment or systems, that are alternate from those originally specified in the Contract Documents.

The term “Successful Proposer” shall refer to the Consultant receiving an award of a Contract as a result of this Request for Qualifications.

The term “Supplier” shall mean a manufacturer, fabricator, supplier, distributor, Material man, or Vendor.

The term “Surety” shall mean the surety company or individual which is bound by the performance bond and payment bond with and for the Successful Proposer who is primarily liable, and which surety company or individual is responsible for the Successful Proposer’s satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section §255.05, Florida Statutes.

The term “Taxes” shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to, all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.

The term “Underground Utilities” shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following Services or Materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

The term “Vendor” shall mean all merchants, material men, suppliers of labor, Material and equipment, providers and all other professionals who are currently under service contracts with the City and are delivering Services to the City.

The term “Weather Delays” shall mean Work stoppage caused by abnormal inclement weather, where abnormal duration and frequency of rain or exceptionally adverse weather as compared with the Weather Bureau data and supported by Project logs, has caused the Consultant to suspend critical path activities during the exceptional adverse weather event for more than 50 percent of the Work period of the Day. Weather delay claims can be made for Work Day only. No time extension will be allowed for weekend rains.

The term “Work Day” shall be as defined as being the time between the hours of 7:00 A.M. and 6:00 P.M. on weekdays; except when Work is necessary for the proper care and protection of Work already performed, or except in case of emergency, or unless otherwise provided in the General Requirements.

The terms “Work”, “Scope of Work”, “Scope of Services”, “Services”, “Program”, “Project”, or “Engagement” shall mean all matters and things and includes all labor, Materials, equipment and Services that are required to be provided by the Successful Proposer in accordance with this Solicitation.

## 1-2 AVAILABILITY OF REQUEST FOR QUALIFICATIONS

Copies of this Solicitation package may be obtained from DemandStar at [www.demandstar.com](http://www.demandstar.com) or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the United States Postal Service. Proposers are **not** required to register with DemandStar to receive a copy of a City Solicitation. Registration with DemandStar.Com is optional and at the sole discretion of the Proposer. **DemandStar does not charge a fee for registering with the City of Pahokee.**

To request the Solicitation package, your request should include the following information: the Solicitation number and title, the name of the potential Proposer's contact person, the potential Proposer's name, complete mailing address, telephone number, and fax number.

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the Solicitation process. Proposers are solely responsible for the risks associated with obtaining copies of this Solicitation from other sources.

## 1-3 CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a **"Cone of Silence."** From the time of advertising and until the City Commission approves an award, there is a prohibition on communication by Proposers (or anyone on their behalf) with City's professional staff or Evaluation Committee members regarding this RFQ. This does not apply to oral communications at pre-proposal conferences, oral presentations before evaluation committees, Contract negotiations, public presentations made to the City Commission during any duly noticed public meeting, or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

Any questions, explanations, or other request by Proposers regarding this Solicitation must be requested in writing to Strategic Planning noted below. Failure to comply with these provisions may render a Proposal "Non-Responsive" and may result in other penalties as provided by Law.

Strategic Planning  
City of Pahokee  
207 Begonia Drive  
Pahokee, Florida 33476  
[kdriver@cityofpahokee.com](mailto:kdriver@cityofpahokee.com)

## 1-4 CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the process of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of this Solicitation.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable Laws and Regulations.

b) Additional Information/Addenda.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address listed above. Requests must be received by the Procurement Department by the Due Date and Time stated in the Solicitation Timetable. Any request received after that time may not be reviewed for inclusion in this Solicitation. Requests shall contain the requester's name, address, telephone number, fax number and e-mail address.

2) Responses to any inquiry shall be made by the Procurement Department, by written amendment to the Solicitation, per the date stated in the Solicitation Timetable. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued shall prevail.

3) It is the Proposer's responsibility to ensure receipt of all addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Department, prior to submitting a Proposal, that all addenda have been received. The Proposer shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposal.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions (if any), the Special Conditions (if any), the Specifications or Scope of Work and Specific Requirements, the Sample Contract, or any amendment issued, the order of precedence shall be: the last addendum issued, the Specifications or Scope of Work and Specific Requirements, the Special Conditions (if any), the General Terms and Conditions (if any), and the Sample Contract.

Where there appears to be a conflict of the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by contacting the City's Procurement Office at the address indicated above.

## a) Preparation/Submission.

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the submittal being deemed "Non-Responsive."

Upon request, the City will provide a tax exemption certificate, if applicable.

Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

3) Any telegraphic or facsimile Proposal shall not be considered.

4) The apparent silence or omission of any detail or description concerning the Services requested in the Scope of Work and/or any amendment regarding same shall be interpreted as meaning only the best commercial practices are to prevail, and that only Materials and workmanship of first quality will be used. All interpretations of the Scope of Work shall be made upon the basis of this Solicitation, and if the Solicitation is silent, on industry standards of best practices.

b) Vendor Registration is **not** required.

c) Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving any funding from the City.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section §287.133, Florida Statutes, "[A] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the

threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 12 months following the date of being placed on the convicted vendor list."

All Proposers shall submit a signed and notarized statement with their Proposals on the form entitled "**PUBLIC ENTITY CRIMES.**"

e) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City's Preference to Businesses with Drug-free Workplace Program. The City grants a preference to a business with a drug-free workplace program whenever two or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace vendor shall have the burden of demonstrating that its program complies with Section §287.087, Florida Statutes, and any other applicable state Law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

f) Anti-Kickback Affidavit.

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

g) Non-Collusion Affidavit.

All Proposers shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which their Proposal has been submitted; or to refrain from submitting a Proposal in connection with such work; or have in any manner, directly or indirectly, sought by any person to fix the price or prices to be negotiated or that of any other Proposer to be negotiated, or to fix any overhead, profit, or cost elements of the price to be negotiated, or that of any other Proposer to be negotiated, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Work. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION AFFIDAVIT**".

h) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT**".

i) Business/Vendor Profile Survey.

All Proposers shall provide the City with the information requested Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

j) Request for Taxpayer Identification Number and Certification.

All Proposers shall provide the City with their taxpayer identification number prior to being recommended for award of any Contract resulting from this Solicitation.

k) Antitrust Laws.

By submission of a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida.

l) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or within one year prior to the Due Date and Time. Proposers are required to disclose any such conflict that occurs after the Proposal Due Date and Time at the time of occurrence of such conflict of interest.

m) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and current fees and Taxes due to the City from the Proposer have been paid. The City may require verification and satisfaction of all delinquencies and current fees and Taxes due prior to recommending a Proposer for the award of any Contract.

n) Preferences.

**Local Business.** Except where federal, state or county Law mandates to the contrary or where federal or state funding is utilized, the City shall grant a preference in the amount of five percent (5%) of any Proposal or five points of any Proposal score to a Local Business, as determined by the City. Such preference shall apply to bids or Proposals for commodities, Services and construction.

**Businesses Employing Pahokee Residents.** A Vendor located outside of the City limits is considered equivalent to a Pahokee Vendor (a Local Business) and accorded the same Local Business preference if it employs a minimum of ten full time equivalent ("FTE") Pahokee residents, or if Pahokee residents constitute 20% FTE of the company's local workforce (Palm Beach County), whichever is larger.

Such preference shall apply to bids or Proposals for commodities, Services and construction.

**CBE or SBE Firms.** Except where federal, state or county Law mandates to the contrary, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent (5%) of any bid or five points of any Proposal score to

a CBE or SBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

Application of preferences. In the application of any preference granted by the City Code or City policies in regard to this RFQ, the preference is applied by adding the specified points to the evaluation criteria scoring.

## **1-6 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

Proposals received after the Solicitation Due Date and Time shall not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time shall also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time shall not be accepted or allowed.

## **1-7 SOLICITATION POSTPONEMENT OR CANCELLATION**

The City may, at its sole and absolute discretion, at any time prior to City Commission award and approval of a Contract, reject all or any parts of any or all Proposals, re-advertise this Solicitation, postpone or cancel this Solicitation or waive any irregularities in this Solicitation or any process used in this Solicitation.

## **1-8 COST OF PROPOSALS**

All expenses involved with the preparation and submission of Proposals to the City shall be borne by the Proposer(s). No payment shall be made for any responses received by the City or effort required of or made by the Proposer(s) prior to commencement of Work authorized pursuant to the Contract.

## **1-9 ORAL PRESENTATIONS**

The City may require Proposers to perform oral presentations in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee and/or the City Commission. If required, the City shall provide Proposers with as much advance notice as possible prior to the date of such a presentation.

## **1-10 EXCEPTIONS TO THE SOLICITATION**

Exceptions are not applicable to this Solicitation. Taking exceptions in the Proposal may render the Proposal "Non-Responsive".

## **1-11 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are provided with notice that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law".

All Proposals submitted in response to this Solicitation shall become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or

patented, the City reserves the right to utilize any or all information, ideas, concepts or portions of any Proposal in its best interest. Acceptance or rejection of any Proposal does not affect the City's rights hereunder.

## **1-12 EVALUATION OF PROPOSALS**

### **a) Rejection of Proposal.**

The City may reject any Proposal, and award the Contract to the next highest scoring Proposer or re-advertise for all or any part of this Solicitation whenever it is deemed in the best interest of the City, in the City's sole discretion. The City shall be the sole judge of what is in its "best interest". The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

### **b) Elimination from Consideration.**

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, Tax, or other obligation.

### **c) Waiver of Informalities.**

The City reserves the right to waive any informalities or irregularities in this Solicitation.

### **d) Demonstration of Competency.**

1) A Proposal will only be considered from a firm regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services required by this Solicitation.

2) The City may conduct a pre-award inspection of the Proposer's facilities and site or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance and experience with the City or any other governmental entity.

3) The City reserves the right to audit all records pertaining to any award resulting from this Solicitation, whether financial or otherwise.

### **e) Copy of Abstract of Proposals.**

A copy of the Proposal abstract will be made available through [www.DemandStar.com](http://www.DemandStar.com) or may be requested in person from the Procurement Department. Proposal results shall not be provided by telephone or facsimile.

## **1-13 NEGOTIATIONS**

The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, most qualified responsive, responsible Proposer whose Proposal is most advantageous to the City. If the City and that Proposer cannot negotiate a successful Contract, the City may terminate those negotiations and begin negotiations with the next most qualified responsive, responsible Proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals, discussions may be conducted with qualified Proposers who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the Solicitation requirements. The Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining Best and Final Proposals.

#### **1-14 AWARD OF AN AGREEMENT**

##### **a) Agreement.**

This Solicitation may contain a Contract similar to: “**SAMPLE AGREEMENT**”. After award, a Contract similar to the Sample Contract, inclusive of all attachments and any modifications that the City in its sole discretion may make and reflecting all requirements, terms and conditions of this Solicitation and any negotiated changes, will constitute the entire agreement between the parties. No rights shall inure to the Successful Proposer pursuant to this Solicitation until the Contract has been executed by both parties thereto.

##### **b) Additional Information.**

The award of the Contract may be preconditioned on the subsequent submission of other documents in connection with this Solicitation. The Successful Proposer shall be deemed “Non-Responsive” if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed “Non-Responsive” as a result of such failure to provide the required documents, the City may award the Contract to the next most qualified, responsive, responsible Proposer.

##### **c) Independent Contractor.**

The Successful Proposer shall be a Consultant operating independently from the City. The employees and Subcontractors or Subconsultants of the Successful Proposer shall not be considered or deemed employees, Subcontractor or Subconsultants or agents of the City, nor shall such employees and Subcontractor or Subconsultants of the Successful Proposer have any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits. The Successful Proposer shall supply competent and physically capable employees and Subcontractor or Subconsultants. The City may require the Successful Proposer to remove any employee or Subcontractor or Subconsultant it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the

best interest of the City.

d) Contract Extension.

To the extent applicable, the City reserves the right to automatically extend the Contract for up to 180 calendar Days beyond the stated Contract term under the same terms and conditions of the Contract. The City shall notify the Successful Proposer(s) in writing of such extensions. Additional extensions beyond the first 180 Day extension may occur, if approved by the City Commission with the mutual agreement of the Successful Proposer.

e) Limited Contract Extension.

Any Work which commences prior to the termination date of the Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods provided pursuant to the Contract.

g) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that the Contract does not grant any exclusive rights to the Successful Proposer to receive all orders that may be generated by the City in connection with the types of Goods and/or Services required herein.

**1-15 RIGHT OF APPEAL**

a) After a notice of intent to award a Contract is posted by the City, any actual or prospective Proposer who is aggrieved in connection with the pending award of the Contract or any element of the Solicitation process may file a protest with the City Manager. A protest must be filed within five business days after the posting of the notice of award or the right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest and accompanying required filing fee is received by the City Manager.

b) The protester must include a nonrefundable filing fee to compensate the City for the expenses of administering the protest. The fee shall be in the form of a cashier's check, and in accordance with the schedule provided below:

| <b>Contract Award</b>       | <b>Protest Filing Fee</b>                                      |
|-----------------------------|----------------------------------------------------------------|
| \$10,000-\$50,000 .....     | \$500.00                                                       |
| \$50,001-\$250,000 .....    | \$1,000.00                                                     |
| \$250,001 and greater ..... | 1% of the pending award or \$5,000.00,<br>whichever is greater |

## SECTION 2

### SCOPE OF WORK AND SPECIFIC REQUIREMENTS

#### 2-1 PURPOSE

To establish a library of Licensed Architects and Engineers to provide Architectural and Engineering Services for the City of Pahokee.

#### 2-2 GENERAL DESCRIPTION

A. In accordance with Florida State Statute 287.055, known as the “Consultants’ Competitive Negotiation Act”, the purpose of this Solicitation is to establish a pool of consultants for each category listed below to be used as-needed to provide prompt and efficient professional Services and with construction values required by the City on a project by project basis. The various Services within a category may include (without limitation) design, cost estimating, and construction management Services on an as-needed basis.

B. Upon review of the qualifications, firms will be evaluated and ranked. The evaluation committee may short list and rank firms per category and may interview these firms for final ranking and recommendation to the City Commission. Proposers may be short listed in more than one category.

C. The following categories are intended to provide a broad overview of the types of Projects that may be contemplated by the City in the future. Proposers **shall** specify the category or categories of their expertise to which they are submitting their Proposal and indicate same on the front of their Proposal for ease of evaluation. For each category, Proposers shall ensure that their team is capable of performing all of the Services listed for each category.

##### General Categories:

- i. **Civil Engineering** – New Infrastructure construction, studies and redevelopment, including but not limited to roadways; parking areas; drainage improvements; water, sewer and reclaimed water systems improvements; park improvements, specialties required including landscape architecture, irrigation, electrical engineering, site environmental evaluation, wetland permitting and biological evaluations.
- ii. **Architectural Services** – Services may include but may not be limited to programming, design, construction documents and construction management for new and existing facilities.
- iii. **Landscape Architectural Services** – Services may include but many not be limited to design, document preparation and inspection for new and existing facilities and parks.
- iv. **Structural Engineering Services** – Services may include but may not be limited to design, construction documents and construction

management for new and existing facilities.

- v. **Mechanical/Electrical/Plumbing Services** – Services may include but may not be limited to design, construction documents and construction management for new and existing facilities.
- vi. **Utilities Engineering** - To prepare and develop planning documents, feasibility studies, preliminary design, reports, facility upgrades and modifications, construction documents, permitting, utility management and operation assistance, water and wastewater rate study, financial and revenue analysis, short and long term capital improvement plan, and other professional Services that may be deemed necessary.
- vii. **Traffic Engineering**- Services may include traffic studies, parking studies, traffic signal warrants and other traffic and transportation related studies and design Services that may be necessary.
- viii. **Land Surveying**- Professional surveying Services such as ALTA, boundary and topographic surveys, construction layout and as builts, subsurface utility surveying, preparation of plat and subdivision documents and other surveying related Services.
- ix. **Construction Testing and Inspections**- Professional engineering Services such as geotechnical and environmental explorations; soils testing; construction Materials testing; due diligence environmental studies such as Phase 1, Phase II, and or RAP inspection Services required by building code such as special inspector, threshold inspector and other material testing or inspection Services that may be necessary.
- x. **General Consulting Engineering**- The Consulting Engineer shall provide planning, technical, financial and economical studies and analyses, engineering design, procurement assistance, construction oversight, sight inspections, management, environmental compliance support, technical services, expert witness testimony, as required and any and all other relevant services required by the City and/or in support of the City's operations, including but not limited to operation consultation to the Utilities and Public Works Departments. In addition, General Consulting Engineer shall have the expertise to provide support for the issuance of new and maintenance of existing bond issues.

D. The Proposers must be licensed to perform all nature of Services within a category and have extensive experience in Palm Beach County. They will be expected to provide some or all of the following Services:

- i. Design, engineering, budget and construction cost estimating Services, bidding assistance, permitting and contract administration Services during construction, which may or may not include on-site representation during construction.

- ii. Provide Scope of Services in a timely manner and work within budget.
- iii. Effectively practice sound financial business practices and fiscal responsibility.

## 2-3 MINIMUM REQUIREMENTS

A. In order for a Proposal to be considered by the City, Proposers shall demonstrate, in their Proposals, compliance with the following minimum requirements:

- i. Proposers must be currently certified, licensed and authorized to work in the State of Florida to perform the following Services: architecture, civil, utilities and traffic engineering, land surveying, construction testing and inspections;
- ii. Experience working within Palm Beach County on projects within each category; and
- iii. Currently insured and meeting insurance requirements applicable by Law to perform the Services, with insurance certificates that state the name of the Proposer, current street address of the business and the type of work that the Business Tax Receipt is issued for and all additional insurance requirements, including required endorsements, as specified herein.

B. The City shall not consider Proposals that fail to demonstrate compliance with the above requirements. The Consultant shall maintain and keep in force throughout the life of the Contract, all renewals and extensions, if any, pertaining or related to the requirements specified in this Section. Failure of the Consultant to comply with these requirements will be sufficient grounds for the City to declare the Contract in default and subject the Contract to possible termination by the City.

## 2-4 SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation, and the award of any resulting Contract, shall be as follows:

| <b>RFQ TIMETABLE</b>           |                                  |
|--------------------------------|----------------------------------|
| RFQ Advertised                 | August 28, 2026                  |
| Due Date and Time for this RFQ | September 29, 2026, at 2:00 P.M. |
| Award Recommendations          | TBD                              |

The above schedule is not final. The City reserves the right to modify the above dates and times, at its discretion.

## **2-5 TERM OF CONTRACT: UPON COMPLETION AND ACCEPTANCE**

The Contract resulting from this Solicitation shall commence upon the date of execution and shall remain in effect for a period of three years with one renewal option, at the City's sole discretion.

## **2-6 METHOD OF AWARD: TO THE HIGHEST QUALIFIED EVALUATION SCORING, RESPONSIVE, RESPONSIBLE PROPOSER(S) (SUBJECT TO SUCCESSFUL NEGOTIATION AND APPROVAL OF A CONTRACT)**

A. This Solicitation shall require City Commission approval of the final ranking and recommended award of the RFQ to the highest qualified evaluation scoring responsive, responsible Proposer, subject to the successful negotiation and approval of a mutually agreeable Contract substantially in the form of the Sample Contract attached to this RFQ.

B. The Chief Procurement Officer or designee is authorized to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. If the City is unable to negotiate a satisfactory Contract, negotiations with that Proposer may be terminated and negotiations may begin with the second most qualified Proposer. If these negotiations also prove unsatisfactory, negotiations may again be terminated, and the City may negotiate with the third most qualified firm. If the short-list of qualified firms is exhausted, the City may select additional Proposers with which to attempt to negotiate a Contract, in the order of their ranking.

C. The resulting Contract shall contain requirements, terms and conditions consistent with this Solicitation, along with any modifications which the City, in its sole discretion, may require or accept. No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract has been executed by both parties and approved by the City Commission, where applicable.

## **2-7 METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED**

The Successful Proposer shall submit fully and accurately documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to the City of Pahokee, ATTN: Accounts Payable, 207 Begonia Drive, Pahokee, Florida 33476. All documentation shall reference the Contract number, the type of Service(s) provided, and the dates or period(s) that the Service(s) were provided in the prior 30 days.

## **2-8 INSURANCE**

- A. The Successful Proposer agrees to, in the performance of Work and Services under the Contract, comply with all applicable federal, state and local Laws and Regulations now in effect or hereinafter enacted during the term of the Contract and any renewal(s).
- B. The Successful Proposer shall obtain, at Successful Proposer's expense, all necessary insurance in such form and amount as required by the City upon Contract execution and prior to beginning Work under the Contract, including but not limited to

Workers' Compensation Insurance; Unemployment Insurance; Professional Insurance, and all other insurance required by Law. The Successful Proposer shall maintain such insurance in full force and effect during the term of the Contract and shall require all Subcontractors or Subconsultants to do so. The Successful Proposer and all Subcontractors or Subconsultants shall provide to the City certificates of all insurance and required endorsements prior to beginning any Work under the Contract. The Successful Proposer shall indemnify, defend and hold the City harmless (as allowed by applicable Law) from any damage resulting from the failure of either the Successful Proposer or any of its Subcontractors or Subconsultants to maintain such insurance. All certificates and endorsements must be approved by the City and provided in the time requested by the City.

- C. All insurance companies used shall be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida.
- D. All policies shall be Occurrence, not Claims Made forms (except for professional liability).
- E. The Successful Proposer's general liability insurance policies shall be endorsed to add the City of Pahokee as an additional insured with waiver of subrogation in its favor (except for professional liability). The Successful Proposer's general liability insurance shall be primary to any liability insurance policies carried by the City. The Successful Proposer shall be responsible for all deductibles and self-insured retentions on the Successful Proposer's liability insurance policies.
- F. All of the insurance policies shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

## 2-9 CONTENTS OF PROPOSAL

To facilitate the analysis of responses to this RFQ, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this Section. **Proposers must respond in full to all RFQ sections and follow the indicated RFQ format (section numbering, and similar matters) in their Proposals. Failure to follow these instructions may result in rejection of the Proposal.**

The Proposal must consist of the components listed below.

### 1. The Qualification Proposal:

#### A. Cover Page

The form entitled "**PROPOSAL COVER PAGE**" (**SECTION 4**) is to be used as the cover page for the Qualification Proposal. This form must be fully completed and signed by an authorized officer of the Proposer.

#### B. Table of Contents

The Table of Contents should outline in sequential order the major areas of the Proposal. All pages of the Proposal, including enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

### C. Executive Summary

Each Proposer shall provide a brief summary describing the Proposer's ability to perform Work requested in this Solicitation, a history of the Proposer's background and experience providing services, the qualifications of the Proposer's personnel to be assigned to this Project, the Subcontractors, Subconsultants, and/or Suppliers and a brief history of their background and experience, and any other information called for by this Solicitation which the Proposer deems relevant. This summary should be brief and concise to apprise the reader of the experience and qualifications of the Proposer, staff, Subcontractors, Subconsultants, and/or Suppliers.

### D. Required Information.

Proposers shall provide documentation that demonstrates their ability to satisfy the required information contained herein. Proposers who do not satisfy the requirements or who fail to provide supporting documentation and/or affidavits as specified herein may be deemed "Non-Responsive". If a prescribed format or required documentation for the response to information requirements is listed below, Proposers must use the required format and supply said documentation.

See form entitled "**PROPOSER INFORMATION FORM**" (SECTION 6).

### E. Technical Information.

1. Describe the Proposer's approach to organization/management and the responsibilities of Proposer's management and Project personnel that will perform Work; describe methods or benchmarking systems used to ensure quality service, customer satisfaction, prompt complaint resolution, quality control, and timely initiation and completion of all Work.
2. Provide relevant background information on your firm, including a brief history, firm ownership, and organizational structure, location of headquarters, and number and location of offices.
3. List any subsidiary/affiliate company of the Proposer in the same business, the nature of the relationship, and the location of their office(s).
4. Provide a description or information concerning or substantiating each of the requirements below:
  - Drug-free Work Place.
  - Employee drug testing program.
  - Proposer's experience, past performance, financial capabilities, violations, and litigation.
  - Proposer's social responsibility, charitable acts and

- Proposer's internal, organization-wide green and environmental programs and initiatives.
5. State the number of years the Proposer has been in business and the number of years in operation under the Proposer's current business name. Any business owner who has previously operated a business under another name must include a description of the previous business and identify the name of each business. Failure to include such information will be deemed by the City as an intentional misrepresentation and may render the Proposal "Non-Responsive".
  6. Provide a detailed description of the largest projects the Proposer is either performing or has completed within the last five years which are similar in scope. Describe the Proposer's qualifications and experience realized by the performance and management of these projects. The specific role of the Proposer in any project which is included must be described in detail. The description should identify for each project or contract:
    - i. The name and size firm of the client, address, telephone number and the name of the contact person;
    - ii. A description of the required work;
    - iii. The contract term;
    - iv. A statement as to whether the Proposer was a prime contractor, Subcontractor, Subconsultant, or supplier; and
    - v. The result of the project.
  7. List any and all contracts the Proposer has performed for the City.
  8. Describe any other experience related to the Work or Services described in **SECTION 2, SCOPE OF WORK AND SPECIFIC REQUIREMENTS**.
  9. Proposers shall provide evidence of financial stability for the last three years.
  10. Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the Services to be rendered herein, in which the Proposer, any of its employees (while in the performance of their duties), Subcontractors or Subconsultants is or has been involved within the last three years.
  11. Describe and explain any prior complaints (both substantiated and inconclusive) filed with any governmental agency against the Proposer or any of its employees (while in the performance of their duties), Subcontractors or Subconsultants within the last five years.
  12. Confirm in your Proposal that your firm has errors and omissions insurance and include the carrier and amounts.

F. Key Personnel and Subcontractors or Subconsultants.

1. Provide an organizational chart showing all individuals, including their titles, who will perform any Work under the Contract. This chart must clearly identify the Proposer's employees and those of the Subcontractors or Subconsultants.
2. Describe the expertise of your firm's professional staff for both the local office and the entire organization. Describe the experience, qualifications, and other relevant information, including relevant experience on similar contracts, for all key individuals and Subcontractors or Subconsultants who will perform Work under the Contract. This information shall include functions to be performed by key individuals, Subcontractors or Subconsultants to include the number of professionals in each of the following categories:
  - i. Licensed architects;
  - ii. Licensed engineers;
  - iii. Unlicensed technical support staff; and
  - iv. Administrative staff
3. Describe the team that would serve the City. List each team member's role on this Engagement, professional designation, qualifications, experience, education, and clients with similar services.
  - i. Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, including any Subcontractors or Subconsultants. The phrase "all key personnel" includes all partners, managers, senior employees and other professional or technical staff that will perform Work under the Contract.
  - ii. List names and addresses of all first tier Subcontractors, Subconsultants, or suppliers who will perform and/or provide Work or Services under the Contract.

G. Affidavits and Acknowledgements.

- i. **PROPOSAL COVER PAGE (SECTION 4)**
- ii. **ADDENDA ACKNOWLEDGEMENT FORM (SECTION 5)**
- iii. **PROPOSER INFORMATION FORM (SECTION 6)**
- iv. **PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS (SECTION 7)**
- v. **DRUG-FREE WORKPLACE AFFIDAVIT (SECTION 8)**
- vi. **ANTI-KICKBACK AFFIDAVIT (SECTION 9)**
- vii. **NON-COLLUSIVE AFFIDAVIT (SECTION 10)**
- viii. **NON-DISCRIMINATION AFFIDAVIT (SECTION 11)**
- ix. **BUSINESS/VENDOR PROFILE SURVEY (SECTION 12)**

**x. FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION  
NUMBER AND CERTIFICATION (SECTION 13)**

Section I, Item 6.

**2-10 EVALUATION CRITERIA**

A. Following the closing of the Solicitation, the Proposals will be evaluated by an evaluation committee appointed by the City. The evaluation committee may be comprised of any combination of City personnel and representatives selected by the City with the appropriate experience and/or knowledge, striving to ensure that the committee is well balanced. The scoring of Proposals is based on a point total and not a percentage factor.

B. The evaluation committee will first evaluate and rank responsive Proposals based on the criteria listed below. The criteria are itemized with their respective weights for a maximum total of 100 points. A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merits of the Proposal as judged by the evaluation committee. A Proposal that fails to adequately show the qualifications and experience necessary for this Project shall be deemed "Non- Responsive" and will not be considered.

C. The evaluation committee reserves the right, (but is not obligated), to require oral presentations from one or more of the Proposers, either before or after the initial ranking, and shall have the option to short-list and re-rank after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations, reference checks or site visits.

| <u>Criteria</u>                                                                                                                                                                                 | <u>Points</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1) Consultant's background, qualifications, credentials and in-house expertise, factoring in the proposed Proposer team's current workload and experience working together on similar category. | 35            |
| 2) Staff Experience and resumes of team's personnel, including assigned Project manager's experience in planning, designing and construction administration Services.                           | 35            |
| 3) Previous experience working with local regulatory, permitting agencies and governmental clients.                                                                                             | 10            |
| 4) Project control tools utilized to maintain schedule, quality and cost controls and construction management activities.                                                                       | 15            |
| 5) Local Business Preference.                                                                                                                                                                   | 5             |
| <b>TOTAL</b>                                                                                                                                                                                    | <b>100</b>    |

**2-11 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The Successful Proposer understands and acknowledges that agreements with governments are subject to certain Laws and Regulations, including laws pertaining to (without limitation) matters such as public records, conflict of interest, and record keeping. The Successful Proposer agrees to comply with and observe all applicable Laws, codes and ordinances, as they may be amended from time to time.

## **2-12 POINT OF CONTACT**

For any additional information regarding the Specifications and requirements of this Solicitation, contact the Community and Economic Development Department at the address indicated herein.

## SECTION 3 – FORMS

### SAMPLE AGREEMENTS

(The City reserves the right to amend the terms and conditions set forth herein)

#### CONTINUING SERVICES A G R E E M E N T

For

#### PROFESSIONAL CONSULTING SERVICES

Between

CITY OF PAHOKEE

And

**THIS AGREEMENT**, is made effective on the last date of execution herein, between the CITY OF PAHOKEE, FLORIDA, a Florida municipal corporation (the "CITY") whose place of business is 207 Begonia Drive, Pahokee, FL 33476 and \_\_\_\_\_, a Florida Corporation, (the "CONSULTANT"), whose principal place of business is \_\_\_\_\_

**WHEREAS**, the City advertised RFQ No. 2026-01, Miscellaneous Professional Consulting Services to establish a library of qualified Consultants to perform professional services for Specific Projects (the "Specific Projects") for the City on an as needed basis; and

**WHEREAS**, pursuant to the evaluation, scoring and ranking procedures set forth in the RFQ, CONSULTANT was determined to be a qualified firm for the categories of Consultants' Competitive Negotiation Act ("CCNA") services; and

**WHEREAS**, the Consultant is willing and able to perform such professional services for the City within the basic terms and conditions set forth in this Agreement (the "Agreement"); and

**WHEREAS**, the purpose of this Agreement is not to authorize a Specific Project, but to set forth certain terms and conditions that shall be incorporated into subsequent supplemental agreements for Specific Projects, when required.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants set forth below, the City and Consultant agree as follows:

#### SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning.

1.1 **Lump Sum**: a method of payment to the Consultant for a fixed sum amount that constitutes total compensation to the Consultant for the performance by the Consultant of a Specific Project. Said fixed sum includes but is not limited to, compensation for all fees, expenses and out-of-pocket costs of the Consultant.

1.2 **Reimbursable Direct Expenses or Reimbursables**: the non-salary expenses directly attributable to the Project, including without limitation long-distance communications; application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding

and photocopying of drawings, specifications, renderings and other documents; postage; travel Subconsultant fees.

1.3 Specific Project Agreement or Project Agreement: an agreement to provide services for a particular Project.

1.4 Subconsultant Fee: the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 Travel Expenses: actual mileage, meals and lodging expenses incurred directly for the Specific Project for travel outside of Palm Beach County will not be reimbursed. No overnight travel or out-of-town travel outside of Palm Beach County shall be reimbursed unless the Consultant has secured advance written authorization for such travel from the City Commission. Reimbursement for such authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this Agreement as though set forth in full.

## SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 Upon request of the City, Consultant shall provide services for the Project pursuant to the Scope of Services set forth in Exhibit "A", Consultant's Proposal, attached hereto.

2.2 When the need for services for a specific project occurs, the CITY may, in its sole discretion, conduct competitive solicitation procedures among the members of the relevant prequalified library and award the project to the most qualified firm and whose specific proposal is in the best interest of the City, and who is available, willing and able to provide services for that specific project under the terms and conditions of this Agreement and the negotiated task order or other agreement related to the specific project, and for a price determined by the City to be fair and reasonable. If CONSULTANT is awarded a specific project, CITY shall provide CONSULTANT with written authorization to proceed. CONSULTANT shall complete the requested services in a diligent, expeditious and professional manner.

2.3 The agreement for each Specific Project (the "Project Agreement") shall set forth, among other things, the following:

2.3.1 The Scope of Services;

2.3.2 The deliverables;

2.3.3 The time and schedule of performance, any applicable penalty for failure to timely perform, and term;

2.3.4 The amount and schedule of payment of compensation;

2.3.5 The personnel assigned to the Specific Project; and

2.3.6 Any other details necessary to accomplish the Specific Project.

2.4 The professional Services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement. The City Manager is authorized to negotiate and execute such Project Agreements to the extent authorized by the City Code. The Consultant's services shall be performed, completed and submitted to the City as specified in this Agreement and in the Project Agreement.

2.5 The Contract Documents for each Specific Project shall incorporate this Agreement. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

2.6 In the event the City and the Consultant are unable to reach a satisfactory S Agreement or the City determines that the best interests of the City would be served by procuring services for a Specific Project from another Consultant, then the City may, in its sole discretion, terminate negotiations with the Consultant for the Specific Project.

### SECTION 3. TERM AND TERMINATION

3.1 The term of this Agreement shall be for a period of three (3) years, commencing on the last date of execution herein, with two successive City options to renew for additional one year terms, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90 day extension of this Agreement in accordance with its terms and conditions, and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

3.2 TERMINATION – For Convenience - This Agreement may be terminated by the City for convenience upon 30 calendar days' written notice to the Consultant. In the event of such termination, any services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive compensation for any Work completed pursuant to this Agreement to the satisfaction of the City, up through the date of termination. Under no circumstances shall City make payment of profit for services that have not been performed.

3.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provisions of Section 3.2 shall apply.

3.4 EFFECT ON PROJECT AGREEMENT - Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement or as provided by law.

### SECTION 4. DEFAULT

4.1 An event of default shall mean a breach of this Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach herein, an event of default shall include the following:

- 4.1.1 Consultant has not performed services in a timely manner;
- 4.1.2 Consultant has refused or failed to supply sufficient properly skilled staff personnel;
- 4.1.3 Consultant has failed to make prompt payment to Subcontractors or suppliers for any services;
- 4.1.4 Consultant has become insolvent or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or the Consultant's affairs have been put in the hands of a receiver;
- 4.1.5 Consultant has failed to obtain the approval of the City where required by this Agreement;
- 4.1.6 Consultant has failed in the representation of any warranties;
- 4.1.7 Consultant has refused or failed to provide the services as defined in this Agreement.

4.2 In the event Consultant fails to comply with the provisions of this Agreement, the City shall, in the event the Consultant is in default, notify the Consultant in writing, and give the Consultant a reasonable time to cure the default. In no event shall the time period for curing the defect exceed 15 business days unless otherwise agreed to by the parties. In the event payment has been made for services or any work not completed, the Consultant shall return these sums to the City within 10 days after notice that these sums are due. Nothing in this Article shall limit the City's right to terminate, at any time, pursuant to the provisions of this Agreement.

4.3 In an Event of Default, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

4.3.1 lost funding, and

4.3.2 all costs associated with procuring alternate services, including without limitation, for the Services and additional amounts expended by the City, including procurement and administrative costs.

4.4 The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

## SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 Changes Permitted. Changes in the Scope of Services of a Project Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the City by directive, without invalidating the Project Agreement. The Consultant shall comply with the directive. The terms of the resulting Change Order shall be based upon rates provided in the Consultant's Proposal for the Specific Project, or at actual cost.

5.2 Change Order Defined. Change Order shall mean a document, which is signed by the Consultant and the City and authorizes an adjustment in the work, contract price or contract time. Change Orders shall be approved by the City Commission.

5.3 Effect of Executed Change Order. The execution of a Change Order by the City and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services, the compensation to be paid to Consultant and the required time for performance. The Consultant, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation (including additional overhead) for matters relating to or arising out of or resulting from the services included within or affected by the executed Change Order. The Consultant agrees that no claim for delay damages shall be asserted against the City and hereby waives the right to assert any such claim.

## SECTION 6. CITY'S RESPONSIBILITIES

The City shall:

6.1 Provide Consultant with all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

6.2 Furnish to Consultant, at the Consultant's request, existing studies, reports and other available data pertinent to the services to be provided by Consultant.

6.3 Provide Consultant access to City property as required for Consultant to perform services.

## SECTION 7. CODE OF ETHICS

Not Used

## SECTION 8. POLICY OF NON-DISCRIMINATION

The Consultant shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the Specific Project and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery in the performance of Work under this Agreement or a Project Agreement.

## SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Consultant pursuant to any Project Agreement shall become the property of the City, whether the Specific Project for which they are made is completed or not, and shall be delivered by Consultant to City within 10 calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Consultant use or permit to be used any of the documents without the City's prior written authorization. Any reuse of such documents by the Consultant without the written consent of the City for the specific purpose intended will be at the Consultant's sole risk and is not authorized by the City.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Consultant for a Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

## SECTION 10. RECORDS/AUDITS

10.1 Consultant shall maintain and require Subconsultants to maintain complete and accurate records, books, documents, papers and accounts pertaining to Work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by City or any authorized City representative with reasonable notice and shall be kept for a period of three years after the completion of each Specific Project performed pursuant to this Agreement. Incomplete or inaccurate entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon such entries.

10.2 Refusal of the Consultant to comply with the provisions of Section 10.1 shall be grounds for immediate termination for cause by the City of this Agreement or any Project Agreement.

## SECTION 11. NO CONTINGENT FEE

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, City shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

## SECTION 12. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor under this Agreement. Services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant or an authorized Subcontractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures

applicable to services rendered under this Agreement shall be those of the Consultant.

### SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without the prior written consent of City, which may be withheld for any reason.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed by authorized agents of both parties.

### SECTION 14. INDEMNIFICATION/HOLD HARMLESS

**14.1 The Consultant shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement and any Project Agreement.**

14.2 The Consultant acknowledges that specific consideration has been paid or will be paid under this and each Project Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 15.

### SECTION 15. INSURANCE

15.1 The Consultant shall not commence Work under this Agreement until Consultant has obtained all insurance required under this Section and such insurance has been approved by the Risk Manager of the City; nor shall the Consultant allow any Subcontractor to commence Work on its sub-contract until all similar insurance as such required of the Subcontractor has been obtained and approved. The Consultant shall secure and maintain such insurance throughout the duration of this Agreement and any Project Agreement.

15.2 Certificates of Insurance. Prior to the execution of this Agreement and/or any Project Agreement, the Consultant shall provide to the City's Risk Management Division, certificates of Insurance evidencing the required insurance coverages. The certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Project Agreement and shall state that such insurance is as required by this Agreement and any Project Agreement. The City reserves the right to require the Consultant to provide a certified copy of such policies upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less than 30 calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. All policies shall be issued by companies authorized to do business under the laws of the State of Florida. The City shall be named as an additional insured on all insurance policies, and with a waiver of subrogation in the City's favor. Consultant shall supply City with copies of all policies and required endorsements.

15.3 Policyholders and Financial Ratings must be no less than "A-VII" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

15.4 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance shall be maintained during the term of this Agreement and any Project Agreement to comply with statutory limits for all employees, if required, and in the case any work that is sublet, the Consultant shall require the Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this policy Employer's Liability Insurance with minimum limits of \$1,000,000.00 for each accident.

15.5 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the Consultant and the City against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

15.6 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Consultant and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or Subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with a \$2,000,000 general aggregate.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: 1) Premises and/or Operations; 2) Independent Contractors and Products and/or Completed Operations; 3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The City is to be specifically included as an additional insured with waiver of subrogation in favor of the City against the liability of the City resulting from operations performed by or on behalf of Consultant in performance of this or any Project Agreement. Consultant's insurance, including that applicable to the City as an additional insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

15.7 Professional Liability. The Consultant shall furnish professional liability insurance coverage in an amount not less than \$1,000,000.00 with a deductible of \$50,000.00 or less, per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of each Project Agreement. Upon request of the City, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the City, in writing, within 30 calendar days of any claims filed or made against this policy during the policy term.

15.8 All deductibles or self-insured retentions must be declared to and be approved by the City Manager or designee. The Consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures related to any Project Agreement.

## SECTION 16. REPRESENTATIVE OF CITY AND CONSULTANT

16.1 City Representative. The City designates the City Manager or designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 Consultant Representative. Consultant shall inform the City Representative, in writing, of the representative of Consultant to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

## SECTION 17. COSTS AND ATTORNEY'S FEES

If either the City or Consultant is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

#### SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

#### SECTION 19. CONSULTANT'S RESPONSIBILITIES

19.1 The Consultant shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which are applicable to or which affect the procedures of the Consultant.

19.2 The obligation of the Consultant to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

**19.3 The Consultant shall ensure that no employee or affiliate of the Consultant, including all Subconsultants, Subcontractors and Suppliers (if any), at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.**

19.4 The Consultant's obligations under Sections 14 and 19 shall survive termination or expiration of this Agreement or any Project Agreement.

19.5 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

19.6 Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

#### SECTION 20. SUBCONSULTANTS

20.1 In the event the Consultant requires the services of any Subconsultants/Subcontractors or other professional associates in connection with services covered by this Agreement or any Project Agreement, the

Consultant must first secure the prior written approval of the City before acquiring subcontracted work.

20.2 Any subcontract with a Subcontractor or Subconsultant shall afford to the Consultant rights against the Subcontractor or Subconsultant which correspond to those rights afforded to the City against the Consultant herein, including but not limited to those rights of termination set forth herein.

20.3 No reimbursement or payment shall be made to the Consultant for any Subconsultants that have not been previously approved in writing by the City for use by the Consultant.

## SECTION 21. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

### FOR CONSULTANT:

### FOR CITY:

City of Pahokee  
Brenda Bryant, City Manager  
207 Begonia Drive  
Pahokee, FL 33476

### With Copy to:

Burnadette Norris-Weeks, PA  
Burnadette Norris-Weeks, Esq., City Attorney  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33311

## SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Compensation under any Project Agreement shall be adjusted to exclude any sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

## SECTION 23. DISPUTE RESOLUTION

23.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

23.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Palm Beach County, Florida. In any such action, Florida law shall apply and the parties waive any right to trial by jury.

## SECTION 24. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

## SECTION 25. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

## SECTION 26. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

## SECTION 27. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

## SECTION 28. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

## SECTION 29. CONFLICT-OF-INTEREST

29.1 To avoid any conflicts of interest, or any appearance thereof, Consultant, for the term of this Agreement, agrees that it will not represent any private sector individuals or entities with regard to engineering issues within the City without first notifying the City of the services to be performed. If, after such notification, the City reasonably determines that a material conflict exists, Consultant will not perform such conflicting work within the same office or organizational unit, but will clearly separate the work efforts. Furthermore, no information will be shared between the two units in performing such services. The conditions and requirements of this paragraph will also apply to any Subcontractors utilized by the Consultant in completion of the services under any Project Agreement.

29.2 Furthermore, Consultant covenants that no person under its employ who exercises any functions or responsibilities on behalf of the City, in connection with this Agreement, or with any Project Agreement, will have any personal financial interest, direct or indirect, with contractors or vendors providing professional services on Specific Projects assigned to the Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Consultant or its employees must be disclosed in writing to City.

## SECTION 30. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of this Agreement or any Project Agreement, including as set forth above, shall survive termination of the Agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

SECTION 31. SCRUTINIZED COMPANIES

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
  
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
  
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
  
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 32. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Pahokee and by Consultant, by and through its \_\_\_\_\_, attested to and duly authorized to execute same.

**FOR CITY:**

ATTEST:

CITY OF PAHOKEE

\_\_\_\_\_  
Nylene Clarke  
City Clerk

By: \_\_\_\_\_  
Brenda Bryant  
City Manager

Dated: \_\_\_\_\_

Approved as to form and legal sufficiency  
for the use of and reliance by the City  
of Pahokee only:

City Attorney  
Burnadette Norris-Weeks, PA

**FOR CONSULTANT:**

WITNESSES:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name

Dated: \_\_\_\_\_

(CORPORATE SEAL)

**SAMPLE AGREEMENTS**

(The City reserves the right to amend the terms and conditions set forth herein)

**PROJECT AGREEMENT FOR  
ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES  
BETWEEN THE CITY OF PAHOKEE,  
FLORIDA AND**

**THIS PROJECT AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 between the **CITY OF PAHOKEE, FLORIDA**, a Florida municipal corporation with its principal offices located at 2300 Civic Center Place, Pahokee, Florida 33025 (the "City"), and \_\_\_\_\_ a Florida profit corporation, (the "Consultant"), with its principal offices located at \_\_\_\_\_.

**WITNESSED:**

**WHEREAS**, on \_\_\_\_\_, by the adoption of Resolution No. \_\_\_\_\_, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional services to the City on an as needed basis; and

**WHEREAS**, the Consultant is a member of the new pool under the subcategory of \_\_\_\_\_ Services and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

**WHEREAS**, the Consultant responded to the City's Request for Letter of Intent #\_\_\_\_\_ ("RLOI"), and has been chosen by the City to provide \_\_\_\_\_ Services (the "Services") for \_\_\_\_\_ (the "Project" or the "Scope of Services") and the parties, through mutual negotiation, have agreed upon the Scope of Services.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

**1. Contract Documents**

The Contract Documents referred to in this Agreement shall be comprised of the following:

**11** This Agreement (the "Specific Projects" or "Project Agreement") in the Continuing Services Agreement between the parties, including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

**12** A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment "A"**;

**13** The Continuing Services Agreement dated \_\_\_\_\_, between the City and Consultant, the terms and conditions of which shall apply to the provision of Services under this Agreement;

**14** Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

**15** All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

**2. The Work**

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services request completed by the Consultant and accepted by the City.

**3. Period of Service**

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

**4. Compensation**

Compensation (the "Contract Sum") for performing the Services related to the Project shall be the fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) specified in the Scope of Services request accepted by the City.

**5. Payments**

**51** The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment A. The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

**52** : The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

**6. Termination**

The Continuing Services Agreement may be terminated by the City for convenience upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under the Continuing Services Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

**7. Default:**

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

**8. Anti-lobbying/No Contingent Fee:**

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

**9. Warranties and Guarantees:**

**91** The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

**92** The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

**10. Binding Effect:**

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. **Amendments and Modification:**

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. **Merger: Amendment:**

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. **Nonassignability:**

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. **Notices:**

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

FOR CITY:

CITY OF PAHOKEE  
Brenda Bryant  
City Manager  
207 Begonia Drive  
Pahokee, FL 33476  
Telephone: 561-924-5534  
Facsimile: 561-924-8140

With Copy to:

BURNADETTE NORRIS-  
WEEKS, P.A.  
City Attorney  
401 NW 7<sup>th</sup> Avenue  
Ft. Lauderdale, FL 33311  
Telephone: 954-768-9770  
Facsimile: 954-768-9790

**15. Severability: Waiver:**

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

**16. Other Provisions:**

**161** Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

**162** In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

**163** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

**164** Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law, for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon completion of this Agreement, or in the event of termination by either party, and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein.

Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE , email: [CITYCLERK@CITYOFPAHOKEE.COM](mailto:CITYCLERK@CITYOFPAHOKEE.COM) OR BY MAIL: CITY OF PAHOKEE – City Clerk's Office, 207 BEGONIA DRIVE, PAHOKEE, FL 33476.**

[REMAINDER INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

**FOR CITY:**

ATTEST:

**CITY OF PAHOKEE**

\_\_\_\_\_  
Nylene Clarke, City Clerk

By: \_\_\_\_\_  
Brenda Bryant  
City Manager

Dated: \_\_\_\_\_

Approved as to form and legal sufficiency  
for the use of and reliance by the City of  
Pahokee:

\_\_\_\_\_  
City Attorney  
Burnadette Norris-  
Weeks, P.A.

**FOR CONSULTANT:**

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Corporate Seal:

# SECTION 4

## PROPOSAL COVER SHEET – RFQ # \_\_\_\_\_

**PROPOSER'S NAME** (Name of firm, entity, or organization):

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

**NAME AND TITLE OF PROPOSER'S CONTACT PERSON:**

Name:

Title:

**EMAIL ADDRESS:** \_\_\_\_\_

**MAILING ADDRESS:**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**TELEPHONE:**

(\_\_\_\_\_) \_\_\_\_\_

**FAX:**

(\_\_\_\_\_) \_\_\_\_\_

**PROPOSER'S ORGANIZATION STRUCTURE:**

\_\_\_\_\_ Corporation    \_\_\_\_\_ Partnership    \_\_\_\_\_ Proprietorship    \_\_\_\_\_ Joint Venture    \_\_\_\_\_ Other (explain):

**IF CORPORATION:**

Date Incorporated/Organized: \_\_\_\_\_

State of Incorporation/Organization: \_\_\_\_\_

States registered in as foreign Corporation: \_\_\_\_\_

**PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS:**

**LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:**

**PROPOSER'S AUTHORIZED SIGNATURE:**

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

## SECTION 5 ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

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PROPOSER:

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(Company Name)

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(Signature)

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(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 6 PROPOSER’S INFORMATION  
FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed as, “Non-Responsive.”

- (1) How many years has your organization been in business under your present business name? \_\_\_\_\_ years
- (2) State of Florida business tax receipt type and number: \_\_\_\_\_
- (3) County (state county) business tax receipt type and number: \_\_\_\_\_
- (4) City business tax receipt license type and number: \_\_\_\_\_

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH  
PROPOSAL

- (5) Describe experience providing services/commodities for similar (government) organizations:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (6) Have you ever had a contract terminated (either as a prime contractor or sub-contractor) for failure to comply, breach, or default?  
  
\_\_\_\_\_ yes \_\_\_\_\_ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

## SECTION 6

### PROPOSER'S INFORMATION FORM (CONTINUED)

Please list five Government contract references:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Company Name : \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

## SECTION 6

### PROPOSER'S INFORMATION FORM (CONTINUED)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

## SECTION 7

### PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants and Suppliers to be used in connection with performance of the Contract (use additional pages if necessary):

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

**SECTION 7**  
**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,  
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

## SECTION 8 DRUG-FREE WORKPLACE AFFIDAVIT

### FLORIDA STATE STATUTE 287.087

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

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

**SECTION 8**  
**DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)**

**FLORIDA STATE STATUTE 287.087**

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

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Proposer's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

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## SECTION 10

### NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

\_\_\_\_\_, being first duly sworn, deposes and says that:

a) He/she is the \_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent) of  
\_\_\_\_\_ the Proposer that has submitted the attached  
Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work or have in any manner, directly or indirectly, sought by person to fix the price or prices to be negotiated or that to be negotiated by any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price to be negotiated or to be negotiated by any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

e) The price or prices to be negotiated will be fair and proper and will not be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY  
DEEM YOUR PROPOSAL NON-RESPONSIVE**

**SECTION 10**  
**NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

By:\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY  
DEEM YOUR PROPOSAL NON-RESPONSIVE**

# SECTION 10 NON-COLLUSIVE AFFIDAVIT (CONTINUED)

## ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )

BEFORE ME, the undersigned authority, \_\_\_\_\_ personally appeared to me and known by me \_\_\_\_\_ or produced identification to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of Florida At Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

## SECTION 11

### NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Pahokee. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

## SECTION 12

### BUSINESS/VENDOR PROFILE SURVEY

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person (Regarding This Form): \_\_\_\_\_

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Palm Beach County Business Tax Receipt, is located in, and doing Business in Palm Beach County, and is certified by the Palm Beach County as a disadvantaged or small business.

**Business is claiming the CBE/SBE Preference: Yes \_\_\_\_\_, No \_\_\_\_\_**

**Please attach the Palm Beach Small Business Development certification to this form.**

**Business is claiming the Pahokee Local Business Preference: Yes \_\_\_\_\_, No \_\_\_\_\_**

**Please attach a copy of a current Pahokee Business Tax Receipt to this form.**

- ☐ Business is domiciled within City limits, complies with all City licensing requirements and is current on all taxes.
- ☐ Business is located outside of the City and employs a minimum of 10 full time equivalent ("FTE") City residents or City residents constitute 20 percent FTE of the company's local workforce (Palm Beach County), whichever is larger.

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

## SECTION 13

|                                                                                       |                                                                                              |                                                           |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Form<br>(Rev. January 2003)<br>Department of the Treasury<br>Internal Revenue Service | <h2 style="margin: 0;">Request for Taxpayer<br/>Identification Number and Certification</h2> | Give form to the<br>requester. Do not<br>send to the IRS. |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------------|

Print or type  
See Specific Instructions on page 2.

|                                                                                                                                                                                                 |                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| Name                                                                                                                                                                                            |                                                                                                      |
| Business name, if different from above                                                                                                                                                          |                                                                                                      |
| Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... | <input type="checkbox"/> Exempt from backup withholding                                              |
| Address (number, street, and apt. or suite no.)                                                                                                                                                 | Requester's name and address (optional)<br>City of Pahokee<br>207 Begonia Drive<br>Pahokee, FL 33476 |
| City, state, and ZIP code                                                                                                                                                                       |                                                                                                      |
| List account number(s) here (optional)                                                                                                                                                          |                                                                                                      |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

*Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Social security number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> </div> |
| or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Employer identification number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> </div> |

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.