



TOWN OF PALM BEACH

Town Manager's Office
TOWN COUNCIL MEETING

**TOWN HALL
COUNCIL CHAMBERS-SECOND FLOOR
360 SOUTH COUNTY ROAD**

AGENDA

JULY 10, 2018

9:30 AM

Town Council Meeting

Welcome!

For information regarding this agenda and the procedures for public participation at Town Council Meetings, please refer to the end of this agenda.

I. CALL TO ORDER AND ROLL CALL

Mayor Gail L. Coniglio
Danielle H. Moore, President
Margaret A. Zeidman, President Pro Tem
Julie Araskog
Lew Crampton
Bobbie Lindsay

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. MODIFICATIONS TO THE AGENDA

IV. APPROVAL OF AGENDA

V. PRESENTATIONS

A. Royal Poinciana Playhouse Update.

VI. BOARD AND COMMISSIONS PRESENTATIONS AND APPOINTMENTS

- A.** Presentation by Code Enforcement Board Applicant.

Kirk Blouin, Town Manager

- B.** Appointment to the Code Enforcement Board.

Kirk Blouin, Town Manager

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VII. COMMENTS OF MAYOR GAIL L. CONIGLIO

VIII. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

IX. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

X. APPROVAL OF CONSENT AGENDA (SEE NOTE 5)

A. MINUTES

1. TOWN COUNCIL MEETING MINUTES

Kathleen Dominguez, Town Clerk

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- a. June 12, 2018, Town Council Meeting Minutes
- b. June 13, 2018, Local Planning Agency Meeting Minutes
- c. June 13, 2018, Development Review Town Council Meeting Minutes

2. Approval of major matters considered by the Architectural Review Commission at its meeting of June 27, 2018.

Paul Castro, Acting Director of Planning, Zoning and Building

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B. RESOLUTIONS

1. RESOLUTION NO. 088-2018 A Resolution of the Town Council of The Town Of Palm Beach, Palm Beach County, Florida, Approving the Selection Committee Recommendation for RFP 2018-25 Employee Service Award Program to the Top Ranked Firm; Eagle Recognition; Authorizing the Town Manager to Execute A Contract On Behalf of The Town With Eagle Recognition; Approving A Contract In An Initial Amount Not to Exceed \$50,000 Supported By Donated Funds to Provide Employee Service Award Programs, and Authorizing The Town Manager to Approve Future Amounts As Long As They Are Entirely Paid for by Donated Funds.

Danielle Olson, Director of Human Resources

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2. RESOLUTION NO. 089-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract to the Gehring Group, Inc., in an Amount not to Exceed \$85,500 to Provide Health Insurance Broker Services, and Authorizing the Town Manager to Take Actions Necessary to Effectuate this Contract.

Danielle Olson, Director of Human Resources

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3. RESOLUTION NO. 090-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Participation by the Town of Palm Beach in the Statewide Mutual Aid Agreement with the Florida Division of Emergency Management and Authorizing Execution of the Agreement; Providing for an Effective Date; and for Other Purposes.
Darrel Donatto, Fire-Rescue Chief Page 99
4. RESOLUTION NO. 091-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing and Approving the Issuance of a Purchase Order to Presidio Networked Solutions LLC for the Purchase, Installation and Configuration of Cisco Switches Through the State of Florida Contract 43211500-WSCA-15-ACS, in the Amount of \$327,047.93 and Establishing a Budget of \$340,000.
Jay Boodheshwar, Deputy Town Manager Page 141
5. RESOLUTION NO. 092-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Temporary Staffing Services to Labor Max Staffing in the Amount of \$24,300 and Establishing a Project Budget of \$28,000 for FY18. The Annual Project Budget Shall be \$167,420, Plus a \$20,000 Annual Contingency, for a Five (5) Year Project Budget of \$937,100, Contingent on Funding in Future Fiscal Years.
H. Paul Brazil, P.E., Director of Public Works Page 150
6. RESOLUTION NO. 093-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2018-30, Approving a Maintenance Contract and Issuance of a Purchase Order to Universal Beach Service Corp., for Beach Maintenance at the Town Public Beaches and Access Points in the Amount of \$49,200, and Establishing an Overall Budget of \$55,260.
H. Paul Brazil, P.E., Director of Public Works Page 156
7. RESOLUTION NO. 094-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$123,764 to Applied Technology & Management, Inc., For Town-wide 2018 Annual Physical Surveys, and Establishing a Physical Monitoring Budget of \$138,000.
H. Paul Brazil, P.E., Director of Public Works Page 161
8. RESOLUTION NO. 095-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$199,523 to Coastal Eco-Group, Inc., For the 2018 Annual FDEP BMA Cell-Wide Biological Monitoring, and Establishing a Cell-Wide Biological Monitoring Phase Budget of \$220,000.
H. Paul Brazil, P.E., Director of Public Works Page 168
9. RESOLUTION NO. 096-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$81,878 to Coastal Eco-Group, Inc., Page 181

for FDEP Required Mid-Town Mitigation Through the Port of Palm Beach Berth 1 Orphan Coral Relocation Project, Establishing a 2018 Coral Nursery Mitigation Phase Budget of \$90,000, and Approving an Interlocal Agreement Between the Town of Palm Beach and the Port of Palm Beach for Cost-Sharing of Related Work.

H. Paul Brazil, P.E., Director of Public Works

10. RESOLUTION NO. 097-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Fiscal Year 2019-2020 Annual Funding Application to the Florida Department of Environmental Protection Beach Erosion Control Program.

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H. Paul Brazil, P.E., Director of Public Works

11. RESOLUTION NO. 098-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grants of Florida Department of Environmental Protection Contract Nos. 18PB3 and 19PB13, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Florida Beach Management Funding Assistance Program, Specifically Reimbursement for the Lake Worth Inlet Management Plan Implementation, in the Amount of \$132,000 and \$138,500, Respectively, and Authorizing the Mayor to Execute Same on Behalf of the Town.

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H. Paul Brazil, P.E., Director of Public Works

12. RESOLUTION NO. 099-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grant of Florida Department of Environmental Protection Contract No. 19PB12, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Florida Beach Management Funding Assistance Program, Specifically Additional Reimbursement for the 2015 Mid-Town Beach Nourishment Project, in the Amount of \$572,134, and Authorizing the Mayor to Execute Same on Behalf of the Town.

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H. Paul Brazil, P.E., Director of Public Works

13. RESOLUTION NO. 100-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grant of Florida Department of Environmental Protection Contract No. 19PB6, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Florida Beach Management Funding Assistance Program, Specifically Reimbursement for the 2016 Phipps Ocean Park Beach Nourishment Project, in the Amount of \$7,437,690, and Authorizing the Mayor to Execute Same on Behalf of the Town.

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H. Paul Brazil, P.E., Director of Public Works

C. OTHER

1. Acceptance of Proposed Tree Donation for Bradley Park.

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H. Paul Brazil, P.E., Director of Public Works

2. Consideration of Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in the Lake Worth Lagoon and Completion of 2018/2019 Palm Beach Harbor Inlet Maintenance Dredging Project. Page 332

H. Paul Brazil, P.E., Director of Public Works

XI. BOARD/COMMISSION ANNUAL REPORT

- A. Annual Report of the Retirement Board of Trustees. Page 337
Ed Carter, Trustee

XII. COMMITTEE REPORTS

- A. Report of the Ordinances, Rules, and Standards Committee Meeting of June 7, 2018. Page 372
Julie Araskog, Chair

XIII. REGULAR AGENDA

A. Old Business

1. Updated Draft Scope of Services and Evaluation Criteria for a Request for Proposals to Complete a Comprehensive Compensation and Benefits Study. Page 376

Kirk Blouin, Town Manager

2. Request for a Fifth Extension of the Town's Conditional Abatement Period for Palm House. Page 383

Cary Glickstein, Receiver

3. Recreation Center Project: Page 392
TIME CERTAIN: 1:30 P.M.

a. Clarification and Amendment of Resolution No. 63-2018 - Friends of Recreation Capital Agreement.

John C. Randolph, Town Attorney

b. EMERGENCY ORDINANCE NO. 10-2018 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, providing for an Amendment to the Town's Budgets Adopted for the Fiscal Year Commencing October 1, 2017, and Providing an Effective Date.

Jane Le Clainche, Director of Finance

c. RESOLUTION NO. 77-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Construction Management At Risk (CMAR) Contract to Hedrick Brothers Construction Company, Inc., for the Seaview Park and Recreation Center Improvements in the Amount of \$11,602,518, and Establishing an Overall Project Budget of \$13,795,259.

4. Town-wide Undergrounding Project: Page 429

a. Review of Project and Dashboard, Summary of Project Status.
Steven Stern, Project Manager

b. RESOLUTION NO. 101-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Department of Public Works Engineering Division Standard Applicable to Public Rights-of-Way and Easements, Amending Chapter 2, Section 2.21, Restoration of Right-of-Way.
H. Paul Brazil, P.E., Director of Public Works

5. Coastal Update:
H. Paul Brazil, P.E., Director of Public Works

a. Shore Line Condition Update

B. New Business

1. Palm Beach Marathon Request.
Kirk Blouin, Town Manager
2. Centennial Commission Request. Page 466
Jay Boodheshwar, Deputy Town Manager
3. Discussion Regarding Membership on the Retirement Board of Trustees. Page 469
Kirk W. Blouin, Town Manager

C. Matters Pulled From Consent Agenda: If needed

XIV. ORDINANCES

A. Second Reading

1. a. ORDINANCE NO. 12-2018 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 106, Streets, Sidewalks and Other Public Places, Article VII, Special Events on Public Property, Division 1, Generally, By Amending Sections 106-257(1) And 106-257(2) Relating to Regulations Relating to Special Event; Amending Section 106-281 Relating to Required; Amending Sections 106-282(B), 106-282(C)(10), and 106-282(C)(14) Relating to Application; Amending Sections 106-283(6) and 106-283(10) Relating To Standards for Issuance; Amending Section 106-284 Relating to Notice of Approval or Denial; Amending Section 106-285 Relating to Appeal Procedure; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date. Page 475

b. RESOLUTION NO. 102-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Adopting Various Special Event Permit Fees for the Use of Town of Palm Beach Public Properties.

Jay Boodheshwar, Deputy Town Manager

B. First Reading

1. ORDINANCE NO. 13-2018 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 134, Zoning, As Follows: At Article I, In General, Section 134-38, Filing Fees For Rezoning, Special Exception Use, Variance, Appeal Or Other Matters Requiring Public Hearing By Correcting The Title; Eliminating The Filing Fees From The Ordinance And Cross Referencing The Town Of Palm Beach Master Fee Schedule; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

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Paul Castro, Acting Director of Planning, Zoning & Building

XV. ANY OTHER MATTERS

XVI. ADJOURNMENT

PLEASE TAKE NOTE:

- Note 1:** Please submit written comments/materials to council@townofpalmbeach.com or in person to the Town Clerk's Office, located at Town Hall, 360 South County Road. No written materials received after 3:30 p.m. on the Thursday immediately prior to a monthly Town Council meeting will be included in the back-up binders distributed to the Mayor and Town Council in preparation for that meeting. Written materials received after 3:30 p.m. on Thursday will be separately distributed to the Mayor and Town Council; however, depending upon the length of the materials, the time of submittal, and other circumstances, the Mayor and Town Council may not be able to read and consider such late submittals prior to acting upon the policy matter(s) which they address.
- Note 2:** The progress of this meeting may be monitored by visiting the Town's website (townofpalmbeach.com) and clicking on "Meeting Audio" in the left column. If you have questions regarding that feature, please contact the Office of Information Systems (561) 227-6315. The audio recording of the meeting will appear within 24 hours after the conclusion of the meeting.
- Note 3:** If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings. For such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
- Note 4:** Disabled persons who need an accommodation in order to participate in the Town Council Meeting are requested to contact the Town Manager's Office at 838-5410 or through the Florida Relay Service by dialing 1-800-955-8770 for voice callers or 1-800-955-8771 for TDD callers, at least two (2) working days before this meeting.

Note 5: Items listed on the Consent Agenda will be approved by one motion of the Town Council, unless the Mayor or an individual Council Member requests that any item(s) be moved to the Regular Agenda and individually considered.

Note 6: All back-up material for the items listed on the agenda are posted to the Town's website and emailed to all Stay Informed subscribers on the Friday before the Town Council meeting. To access the back-up materials and/or subscribe to the Stay Informed list, please visit the Town's website (townofpalmbeach.com).

PROCEDURES FOR PUBLIC PARTICIPATION

Citizens desiring to address the Town Council should proceed toward the public microphones when the applicable agenda item is being considered to enable the Town Council President to acknowledge you.

PUBLIC HEARINGS: Any citizen is entitled to be heard on an official agenda item under the section entitled "Public Hearings," subject to the three minute limitation.

COMMUNICATIONS FROM CITIZENS: Any citizen is entitled to be heard concerning any matter under the section entitled "Communications from Citizens," subject to the three minute limitation. The public also has the opportunity to speak to any item listed on the agenda, including the consent agenda, at the time the agenda item comes up for discussion.

OTHER AGENDA ITEMS: Any citizen is entitled to be heard on any official agenda item when the Town Council calls for public comments, subject to the three minute limitation.

Town Council Meetings are public business meetings and, as such, the Town Council retains the right to limit discussion on any issue.

Town of Palm Beach Meeting Schedule

7/3/18

Town Council Meeting-Regular Business

July 10, 2018, 9:30 AM @ Council Chambers

[More Details](#)

Town Council Meeting-Development Review Matters

July 11, 2018, 9:30 AM @ Council Chambers

[More Details](#)

Public Works Committee Meeting

July 12, 2018, 9:30 AM @ Council Chambers

[More Details](#)

Planning and Zoning Commission

July 17, 2018, 9:30 AM @ Council Chambers

[More Details](#)

Landmarks Preservation Commission Meeting

July 18, 2018, 9:30 AM @ Council Chambers

[More Details](#)

Code Enforcement Board Meeting

July 19, 2018, 2:00 PM @ Council Chambers

[More Details](#)

Union Negotiation Meeting

July 20, 2018, 10:00 AM @ South Fire Rescue Station

Town of Palm Beach v. International Association of Firefighters, Local #2928

[More Details](#)

Architectural Commission Meeting

July 25, 2018, 9:00 AM @ Council Chambers

[More Details](#)

Town Council Meeting-Regular Business and Development Review Matters

August 15, 2018, 9:30 AM @ Council Chambers

[More Details](#)

Code Enforcement Board Meeting

August 16, 2018, 2:00 PM @ Council Chambers

[More Details](#)

Investment Advisory Committee Meeting

August 17, 2018, 2:30 PM

[More Details](#)

Landmarks Preservation Commission Meeting

August 20, 2018, 9:30 AM @ Council Chambers

[More Details](#)

Planning and Zoning Commission

August 21, 2018, 9:30 AM @ Council Chambers

[More Details](#)

Architectural Commission Meeting

August 22, 2018, 9:00 AM @ Council Chambers

[More Details](#)

Retirement System Board of Trustees Meeting
August 24, 2018, 9:00 AM @ Council Chambers
[More Details](#)

Labor Day-Town Hall Closed
September 3, 2018, 8:30 AM - 5:00 PM
[More Details](#)

Recreation Advisory Commission Meeting
September 5, 2018, 9:00 AM @ Council Chambers
[More Details](#)

Ordinances, Rules, and Standards Committee Meeting
September 6, 2018, 9:30 AM @ Council Chambers
[More Details](#)

Town Council Meeting-Development Review Matters
September 12, 2018, 9:30 AM @ Council Chambers
[More Details](#)

Town Council Meeting-Regular Business
September 13, 2018, 9:30 AM @ Council Chambers
[More Details](#)

Special Town Council Meeting-First Budget Hearing
September 13, 2018, 5:01 PM @ Council Chambers
[More Details](#)

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Board and Commissions Presentations and Appointments

Agenda Title

Appointment to the Code Enforcement Board.

Presenter

Kirk Blouin, Town Manager

ATTACHMENTS:

- ▣ **Memorandum dated July 2, 2018, from Kirk Blouin, Town Manager**
- ▣ **Code Enforcement Board Ballot**
- ▣ **Code Enforcement Board Application**

TOWN OF PALM BEACH

Information for Town Council Meeting on July 10, 2018

TO: Mayor and Town Council
FROM: Kirk Blouin, Town Manager
RE: Code Enforcement Board Appointments
DATE: July 2, 2018

STAFF RECOMMENDATION

Staff recommends that the Town Council appoint a regular member to the Code Enforcement Board.

GENERAL INFORMATION

Steven Meltzer is currently serving as an alternate member on the Code Enforcement Board with a term to expire April 2021. Mr. Meltzer is seeking appointment as a regular member on the Code Enforcement Board. Mr. Meltzer has submitted proof of Town of Palm Beach residency.

Attachments

KWB:cek

cc: Ann-Marie Taylor, Acting Police Chief
Ben Alma, Parking/Code Enforcement Manager
Joan Dunn, Parking/Code Enforcement Specialist

**BALLOT FOR APPOINTMENT OF MEMBER
TO THE CODE ENFORCEMENT BOARD
Town Council Meeting on July 10, 2018**

Position(s) to be filled: **1 Regular Member**

Please circle 1 name from the list of name(s) appearing below.

Alternate Member Applying for Promotion to Regular Member:

Steven Meltzer

Signature of Town Council Member:

Name of Town Council Member



TOWN OF PALM BEACH

APPLICATION FOR SERVICE ON

CODE ENFORCEMENT BOARD

RECEIVED
TOWN CLERK
JAN 30 AM 11:17

RECEIVED

Please complete this application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (360 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail addressed to townclerk@townofpalmbeach.com) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires the applicant to review certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5416). Please feel free to attach any additional background information to this application form. (Please be advised that members of the Code Enforcement Board must file an annual financial disclosure form per State law.)

Name: Steven Meltzer

Residence Address: 130 Sunrise Ave. PH3

Mailing Address: _____

Home Telephone: 561-628-6973

E-mail Address: smeltzer@msn.com Telephone: _____

I am a resident of the Town of Palm Beach SM (please initial) KD

Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.

1. Why are you interested in serving on the Code Enforcement Board? (Please explain and attach additional pages if necessary)

It is time to give back by doing service

2. How many meetings of the Code Enforcement Board have you attended in the last year? 2

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance record, etc.

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

5. Do you have any personal experience with the Code Enforcement Board in the Town of Palm Beach or other jurisdictions? (Please explain and attach additional pages if necessary)

6. Are you a member of any of the following organizations? (Check all that apply)

- | | |
|--|--|
| ☐ Palm Beach Chamber of Commerce | ☐ Preservation Foundation of Palm Beach |
| ☒ Palm Beach Civic Association | ☐ North End Property Owners Association |
| ☐ Neighborhood Alliance of Palm Beach | ☐ Other _____ |
| ☐ Citizens' Association of Palm Beach | |

7. Present occupation. Retired No. of years. _____

Employer. _____

8. Past occupation(s). Textile Manufacturer No. of years. 37

Employer(s). Self

9. Do you have a degree in, or have you taken courses in, any of the following fields of study: (Check as many as are applicable)

- | | |
|--|---|
| ☐ Architecture | ☐ Building Construction |
| ☐ Landscape Architecture/Design | ☐ Municipal Planning |
| ☐ Law | ☐ Law Enforcement/Code Enforcement |

10. Please provide details regarding your educational background:

WCU, City of London College

11. Why do you feel that you are qualified to serve on the Town's Code Enforcement Board? (Attach additional page if necessary)

Because of my business background.

12. To enable Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach, including your spouse, parents, siblings or children.

Family Member Name	Relationship	Address	Occupation	Employer
Jean Meltzer	Wife	Same	Housewife	

13. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations? NO

14. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.
☐ I will resign from the _____ if I am appointed to the position I am seeking in this application.
board/commission/committee

15. In the event you are applying to be a Regular Member of the Code Enforcement Board and you are not successful, will you accept appointment as an Alternate Member of the Board should the Town Council wish to appoint you as an Alternate Member?
☒ Yes ☐ No

The following information is needed to facilitate Town reporting requirements in Florida Statute 760.80. Please check one in each category.

RACE

- ☐ African American ☐ Native American
☐ Asian American ☒ Caucasian
☐ Hispanic American ☐ Not known

GENDER

☒ Male ☐ Female

PHYSICALLY DISABLED

☐ Yes ☒ No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

SIGNATURE: _____

DATE: _____

Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.

Please note that Board/Commission applications will expire on December 15 of each year.

CODE ENFORCEMENT BOARD

Hears cases involving violations of the Town Code and ordinances and imposes administrative fines and other noncriminal penalties where a pending or repeated violation exists. Members must be residents and are appointed by Town Council on the basis of experience or interest in the fields of zoning and building control. The Board includes, whenever possible, an architect, business person, engineer, general contractor, realtor, subcontractor, general member, or person with experience in the field of public health. In addition, the Town Council may appoint two alternate members for the purpose of serving in the absence of any of the board members. Members (and alternate members) shall be appointed for terms of three years. A member of the code enforcement board shall not be appointed for more than two consecutive three-year terms, but shall be eligible for reappointment upon the lapse of nine months after the expiration of the member's second consecutive three-year term.

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda Minutes

Agenda Title TOWN COUNCIL MEETING MINUTES *Kathleen Dominguez, Town Clerk*

- a. June 12, 2018, Town Council Meeting Minutes
- b. June 13, 2018, Local Planning Agency Meeting Minutes
- c. June 13, 2018, Development Review Town Council Meeting Minutes

Presenter

ATTACHMENTS:

- ▣ **Minutes of the June 12, 2018, Town Council Meeting**
- ▣ **Minutes of the June 13, 2018, Local Planning Agency Meeting**
- ▣ **Minutes of the June 13, 2018, Development Review Town Council Meeting**



TOWN OF PALM BEACH

Town Clerk's Office

MINUTES OF THE TOWN COUNCIL MEETING HELD ON TUESDAY, JUNE 12, 2018

I. CALL TO ORDER AND ROLL CALL

The Regular Town Council meeting was called to order on Tuesday, June 12, 2018, at 9:30 a.m. in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Deputy Town Clerk Ruderman gave the invocation. Council President Moore led the Pledge of Allegiance.

III. MODIFICATIONS TO THE AGENDA - None

IV. APPROVAL OF AGENDA

Motion was made by Council Member Araskog, and was seconded by Council Member Crampton, to approve the Agenda. On roll call, the motion carried unanimously.

V. PRESENTATIONS

A. Scholarship provided by the Palm Beach Civic Association and the Citizens' Association of Palm Beach.
John Cregan, Palm Beach Civic Association and Harry Wolin, Citizens' Association of Palm Beach

Mr. Cregan and Mr. Wolin presented the Palm Beach Civic Association scholarship award to Jaquan Starling.

B. Scholarships Provided by the Palm Beach Country Club.
David Mack, Palm Beach Country Club

Mr. Mack presented the Palm Beach Country Club scholarship awards to the following recipients: Colt Keehan, Ramon Lamont, Amanda Marx, Sarah Menniti, Brook Miller, Kyle Moriaty-Schlick, Denic Morine, Kendal Palmer, Caitlyn Pinto, Sofia Rivero, Megan Rogers, Joshua Alber, Tyler Alber, Tyler Baker, Teona Bell, Haley Boodheshwar, Miranda Boodheshwar, Christina Caristo, Caleb Castro, Casey Castro, Alexandra De Luera, Connor Dunnam, Michael Gardiner, Frank Guelli, Jospeh Herzog, and Jaquan Starling.

VI. BOARD AND COMMISSIONS PRESENTATIONS AND APPOINTMENTS

- A.** Presentations by Code Enforcement Board Applicants.
Kirk Blouin, Town Manager

The following applicants presented their qualifications:

Bram Majtlis, 2275 S. Ocean Boulevard
Herbert Roemmele, 300 S. Ocean Boulevard

- B.** Appointment to the Code Enforcement Board.
Kirk Blouin, Town Manager

Motion was made by Council Member Crampton, and was seconded by Council Member Araskog, to ratify the appointment of Bram Majtlis as an Alternate Member of the Code Enforcement Board. On roll call, the motion carried unanimously.

VII. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio thanked the Palm Beach Civic Association and Palm Beach Country Club for the scholarship awards and congratulated the award recipients. She congratulated the Police Department's Records Information Systems Officer Laura Oregero on her upcoming retirement and wished her well after serving the Town for 35 years. She announced that the month of May is Public Works Appreciation Month and thanked the Public Works Director Paul Brazil and his staff for all of their hard work every day and around the clock. She also informed the community about the Town's position with the traffic and mobility opportunities in West Palm Beach and FDOT to protect the Town of Palm Beach's ability to ingress and egress the Town of Palm Beach.

VIII. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council Member Araskog thanked Council President Moore and her mother for hosting the employee appreciation party. She thanked Deputy Chief of Police Anne-Marie Taylor, Fire Rescue Chief and Director of Emergency Management Darrel Donatto, Fire Division Chief and Public Information Officer Sean Baker, Public Works Facilities Manager Brett Madison and Florida Power and Light (FP&L) Al Guerrero for their presentation at the hurricane preparedness seminar that took place at the South Fire Station last month. She spoke regarding the need for a better solution for the truck issues in the North end and asked the Town Council if there was an interest in pursuing the offer by Rick Stone to donate money for a traffic study in the North end and possible legal solutions.

Council Member Crampton expressed interest in studying a legal solution for keeping the roads safe on the Island.

Council Member Crampton announced that effective Monday, June 18th, he will be holding office hours in Town Hall every Monday from 2:30 to 5:00 p.m. to enhance communications with citizens. He encouraged walk-in visits and recommended appointments that can be arranged by calling his assistant, Carla Cove, at 561-325-8284 or by emailing her at palmbeachcarla@gmail.com.

IX. COMMUNICATIONS FROM CITIZENS

J. Patterson Cooper, Palm Beach Civic Association, spoke in support of hiring an independent consultant for the employee compensation study.

Simon Taylor, 234 Oleander Avenue, Palm Beach Theater Guild, spoke regarding a positive turning point between the theater guild and the donors in finding a tenant for the plaza.

Coco Schefmeyer, 44 Cocoanut Row, spoke regarding medical issues with feral cats on the Island.

Diane Buhler, Friends of Palm Beach, reported on the amount of medical waste appearing on the Town's beaches.

Discussion ensued regarding the dumping occurrences of medical waste and the need to look into solutions.

Michael Scharf, 225 Dunbar Road, requested to see the whole picture of employee benefits when the Town completes its employee compensation study and spoke regarding the State of Missouri's plan to reduce its Unfunded Accrued Actuarial Liability.

X. APPROVAL OF CONSENT AGENDA

The following items were pulled from the Consent Agenda and heard under Item XIII.C. Matters Pulled From Consent Agenda:

- **Item No. X.B.6. Resolution No. 73-2018**
- **Item No. X.B.8. Resolution No. 78-2018**
- **Item No. X.B.9. Resolution No. 79-2018**
- **Item No. X.C.2**
- **Item No. X.A.1.b.**

Motion was made by Council Member Araskog, and was seconded by Council President Pro Tem Zeidman, to approve the Consent Agenda, as amended. On roll call, the motion carried unanimously.

Motions was re-opened by Council Member Araskog, and was seconded by Council President Pro Tem Zeidman, to approve the Consent Agenda, as amended by

pulling item No. X.A.1.b. to be heard under XIII.C. On roll call, the motion carried 4-1 with Council President Moore dissenting.

A. MINUTES

1. TOWN COUNCIL MEETING MINUTES

Kathleen Dominguez, Town Clerk

a. May 8, 2018, Town Council Meeting Minutes

b. May 9, 2018, Development Review Town Council Meeting Minutes
– ***Pulled from Consent***

2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of May 23, 2018.

Paul Castro, Acting Director of Planning, Zoning and Building

B. RESOLUTIONS

1. RESOLUTION NO. 65-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Purchase of Two (2) Police Sniper Rifles in the Amount of \$14,522.82 From Mile High Shooting; Authorizing the Town Manager to Execute Documents to Effectuate Purchase; Providing an Overall Budget of \$17,000; And Providing an Effective Date.

Ann-Marie Taylor, Acting Chief of Police

2. RESOLUTION NO. 69-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing Issuance of Purchase Order to Johnson Controls, Inc. for the Replacement of 21 Camera Units and to Upgrade the Wireless Network System In The Amount Of \$296,989; and Creating a Project Budget not to Exceed \$305,000; Authorizing the Town Manager to Execute All Documents Necessary to Effectuate the Project; and Providing an Effective Date.

Ann-Marie Taylor, Acting Chief of Police

3. RESOLUTION NO. 70-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the First Amendment to the Palm Beach County Radio Communications Interlocal Agreement and Authorizing the Mayor to Execute the Same on Behalf of the Town of Palm Beach.

Ann-Marie Taylor, Acting Chief of Police

4. RESOLUTION NO. 71-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida Awarding Bid No. 2018-27 to South Florida Tractor Service, Inc. for Renovation of Golf Course Tees, Approving Issuance of a Purchase Order in the Amount of \$47,250 and Establishing a Budget of \$50,000.

Beth Zickar, Director of Recreation

- 1 5. RESOLUTION NO. 72-2018 A Resolution of the Town Council of the
2 Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town
3 Manager To Apply For and Execute the Grant Application to the U.S.
4 Fish and Wildlife Service for the Boating Infrastructure Grant Program
5 for the Construction Phase of the Town Dock on Behalf of the Town.
6 *Beth Zickar, Director of Recreation*
7
8 6. RESOLUTION NO. 73-2018 A Resolution of the Town Council of the
9 Town of Palm Beach, Palm Beach County, Florida Awarding RFP No.
10 2018-17 For the Provision of WiFi Services And Related Infrastructure
11 And Equipment For The Town Docks to Beacon WiFi Technologies,
12 LLC, Approving a Purchase Order for Installation in the Amount of
13 \$37,735 and Establishing a Project Budget of \$41,500 and Internet
14 Service Subject to Future Budget Approval and Authorizing the Town
15 Manager to Execute the Same on Behalf of the Town.
16 *Beth Zickar, Director of Recreation – **Pulled from Consent***
17
18 7. RESOLUTION NO. 74-2018 A Resolution of the Town Council of the
19 Town of Palm Beach, Palm Beach County, Florida Approving the
20 Selection Committee Recommendation for RFP 2018-29 Catering Service
21 Post Emergency to Award a Contract to Professional Concessions Inc.,
22 and Authorizing the Town Manager to Execute the Agreement on Behalf
23 of the Town, and Approve an Annual Budget of \$33,500 for Fiscal Year
24 2018 And a Five Year Proposed Agreement thereafter.
25 *Danielle Olson, Director of Human Resources*
26
27 8. RESOLUTION NO. 78-2018 A Resolution of the Town Council of the
28 Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town
29 Manager to Enter into a Contract Renewal with Rostan Solutions, for
30 Debris Monitoring Services, and Authorizing the Town Manager to
31 Execute the Same on Behalf of the Town.
32 *H. Paul Brazil, P.E., Director of Public Works - **Pulled from Consent***
33
34 9. a. RESOLUTION NO. 79-2018 A Resolution of the Town Council of the
35 Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town
36 Manager to Enter into a Contract Renewal with Phillips & Jordan, Inc.,
37 For Disaster Debris Removal and Disposal Services, and Authorizing the
38 Town Manager to Execute the Same on Behalf of the Town. - **Pulled**
39 **from Consent**
40
41 b. RESOLUTION NO. 80-2018 A Resolution of the Town Council of the
42 Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No.
43 2016-03 and Approving a Disaster Debris Removal and Disposal Services
44 Contract to DRC Emergency Services, LLC and Authorizing the Town
45 Manager to Execute the Same on Behalf of the Town.
46 *H. Paul Brazil, P.E., Director of Public Works*

10. RESOLUTION NO. 81-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Execute an Interlocal Agreement with the Palm Beach County Board of County Commissioners to Provide Information Technology Services to Certify the Non Ad Valorem Assessments; Providing an Effective Date.

Jane Le Clainche, Director of Finance

C. OTHER

1. Approve a Change Order to the Construction Manager at Risk Contract to Whiting-Turner, Inc. Contracting Company for the A-41 Pump Station Electrical Improvements.

H. Paul Brazil, P.E., Director of Public Works

2. Approve Request by Florida Power & Light to Intermittently Close an East Bound Lane of Royal Poinciana Way.

*H. Paul Brazil, P.E., Director of Public Works – **Pulled from Consent***

3. Waiver to Town Code for Extended Construction Hours and Lane Closure for AT&T to Construct a Fiber Line and Make Connection in Royal Palm Way at Cocoanut Row.

H. Paul Brazil, P.E., Director of Public Works

4. Request to Consider Ordinance No. 11-2018 Prior to 5:00 p.m. at a Public Hearing.

Paul Castro, Acting Director of Planning, Zoning & Building

5. Approval of the Selection Committee's Recommendation of the Ranking of Firms for RFP No. 2018-35 for Insurance Broker and Actuarial Services, with the Gehring Group Being the Highest Ranked Proposer and Authorizing Permission to Negotiate an Agreement on Behalf of the Town.

Danielle Olson, Director of Human Resources

XI. COMMITTEE REPORTS

- A. Report of the Ordinances, Rules and Standards Committee Meeting held on May 2, 2018.

Julie Araskog, Chair

Chair Araskog provided an overview of the Report.

Discussion ensued regarding staff having the discretion to provide a shorter time period requirement for submitting applications for smaller scale events.

1 **Motion was made by Council President Pro Tem Zeidman, and was seconded by**
2 **Council Member Lindsay, to accept the Report. On roll call, the motion carried**
3 **unanimously.**

4
5 **XII. PUBLIC HEARINGS**

- 6
7 **A. RESOLUTION NO. 75-2018** A Resolution of the Town Council of the Town of
8 Palm Beach, Palm Beach County, Florida, Vacating and Abandoning an Existing
9 Public Utility Easement Within the Property Commonly Known as 218 La Puerta
10 Way, in the Town of Palm Beach, Florida.
11 *H. Paul Brazil, P.E., Director of Public Works*

12
13 Director Brazil provided an overview of the Resolution.

14
15 Discussion ensued regarding the specific reason for splitting the lots.

16
17 There were no public comments.

18
19 **Motion was made by Council President Pro Tem Zeidman, and was seconded by**
20 **Council Member Lindsay, to approve Resolution No. 75-2018. On roll call, the**
21 **motion carried unanimously.**

22
23 **XIII. REGULAR AGENDA**

24
25 **A. Old Business**

- 26
27 1. Town-wide Undergrounding Project:
28 *Steve Stern, Project Manager*

- 29
30 a. Review of Project and Dashboard, Summary of Project Status.

31
32 Project Manager Stern presented a project summary update,
33 which included an overview of the outreach efforts and
34 construction project milestones. He pointed out the recent
35 enhancements that were made to the format of the financial
36 spreadsheet in the dashboard report.

37
38 In response to a question from Council Member Araskog,
39 Town Manager Blouin stated that he will clarify the Town
40 Council's role in authorizing expenditures for communications
41 with the task force members.

42
43 Jane Le Clainche, Director of Finance explained the financial
44 reporting relating to the project.

1 In response to a question from Council President Pro Tem
2 Zeidman, Town Engineer Patricia Strayer spoke regarding the
3 gas line hits by the contractors and the efforts to resolve it.
4

5 Discussion ensued regarding the frequency of the Underground
6 Utilities Task Force meetings and the Town's plan for
7 community outreach through workshops and presentations
8 with the project experts.
9

10 **It was the consensus of the Town Council to allow the Town Manager to**
11 **schedule meetings of the Underground Utilities Task Force on an as-needed**
12 **basis.**
13

14 **Council Member Araskog requested that staff add a line to the report that**
15 **reflects the commercial paper liability on the report.**
16

17 **Council Member Crampton requested a color-coded map that displays the**
18 **project progress in phases.**
19

20 *(Clerk's Note: Item No. XIII.C.1. was taken out of order and heard after this item.)*
21

22 2. Coastal Update:
23 *H. Paul Brazil, P.E., Director of Public Works*
24

25 a. Shoreline Condition Update
26

27 Coastal Program Manager Weber provided a presentation on
28 the conditions of the shoreline.
29

30 b. Discussion of Groin Rehabilitation Liability
31

32 Town Attorney Randolph opined on the questions that were raised
33 relating to the liability to the Town, for applying for and receiving
34 a permit for the groin rehabilitation project, as well as the liability
35 to the Town for assuming responsibility of the project.
36

37 Discussion ensued regarding the Town's liability as to the private
38 vs. public groins on the shoreline.
39

40 c. Shore Protection Board Recommendation To Proceed With Permit
41 from U.S. Army Corps of Engineers (USACE).
42

43 **Motion was made by Council Member Araskog, and was seconded by Council**
44 **Member Lindsay, to authorize staff to obtain the Federal permit for the groins. On**
45 **roll call, the motion carried unanimously.**
46

1 3. Recreation Center Project:
2 **TIME CERTAIN: 11:00 A.M.**

3
4 *(Clerk's Note: Due to its time certain, this item was taken out of order and heard*
5 *after Item No. XIII.C.1.)*
6

- 7 a. RESOLUTION NO. 63-2018 A Resolution of the Town Council of
8 the Town of Palm Beach, Palm Beach County, Florida, Replacing
9 the Friends of Recreation Letter of Agreement, Approved in
10 Resolution No. 113-2016, with a Capital Grant Agreement for the
11 Purpose of Constructing and Operating a Recreation Center for the
12 Town at Seaview Park with Funding Support in the Amount up to
13 \$5,000,000 with the Friends of Recreation, Inc., as Part of a
14 Public/Private Partnership and Authorizing the Town Manager to
15 Execute the Same on Behalf of the Town.

16
17 *Beth Zickar, Director of Recreation*

18
19 Beth Zickar, Director of Recreation, provided an overview of the
20 Resolution.

21
22 Michael Ainslie, Vice Chair of the Friends of Recreation presented
23 the reasons for the revisions to the letter of agreement.

24
25 Discussion ensued regarding the credit terms for matching pledges,
26 getting a payment schedule from Northern Trust, liability concerns,
27 and deferring this item to the July meeting.

28
29 Juliette De Marcellus, 357 Crescent Drive, spoke in support of
30 waiting until the July meeting to approve the Resolution.

31
32 **Motion was made by Council Member Araskog, and was seconded by Council**
33 **Member Lindsay, to defer Resolution No. 63-2018 to the July 10, 2018 Town Council**
34 **meeting. On roll call, the motion failed 3 to 2, with Council Members Araskog and**
35 **Lindsay in favor of and Council Members Crampton, Zeidman and Moore against.**

36
37 **Motion was made by Council President Pro Tem Zeidman, and was seconded by**
38 **Council Member Crampton, to approve Resolution No. 63-2018, subject to**
39 **confirmation of the funding plans by the Friends of Recreation to the Town Council**
40 **for review and review by the Town Attorney. On roll call, the motion passed 3 to 2,**
41 **with Council Members Crampton, Moore and Zeidman in favor of and Council**
42 **Members Araskog and Lindsay against.**

- 43
44 b. RESOLUTION NO. 76-2018 A Resolution of the Town Council of
45 the Town of Palm Beach, Palm Beach County, Florida, Amending
46 Resolution No. 112-2016 with the Approval of the Modifications to
47 Exhibit B of the Morton and Barbara Mandel Family Foundation
48 Capital Grant Agreement, as Part of a Public/Private Partnership,
49 for the Purpose of Constructing a New Recreation Center for the

Town at Seaview Park and Authorizing the Town Manager to Execute the Same on Behalf of the Town.

Beth Zickar, Director of Recreation

Director Zickar provided an overview of the Resolution.

President Moore thanked Michael Ainslie and Matthew Smith for all of their hard work and all the donors who have pledged to donate to the Recreation Center.

Motion was made by Council Member Crampton, and was seconded by Council Member Zeidman, to approve Resolution No. 76-2018. On roll call, the motion carried unanimously.

- c. Seaview Park and Recreation Center Improvements - Project Update.

H. Paul Brazil, P.E., Director of Public Works

Director Brazil provided an update on the development of a Construction Manager At-Risk (CMAR) Guaranteed Maximum Price (GMP) contract for the new Recreation Center. He recommended allowing staff to continue with the negotiation process with Hedrick Brothers Construction and report on the final GMP at the July 10, 2018 Town Council meeting in order to be compliant with Palm Beach County's Cone of Silence.

It was the consensus of the Town Council to direct staff to continue negotiating with Hedrick Brothers Construction.

B. New Business

1. Draft Request for Proposal (RFP) for consultant services to complete a Total Compensation Study.

Danielle Olson, Director of Human Resources

Director Olson provided an overview of the Request for Proposal (RFP).

Discussion ensued regarding the provisions of the RFP which included no recommendations by the consultant, selecting the appropriate benchmarks, assessing the market study for the general and administrative employees separately from the public safety employees, allowing a council member to participate in the selection committee meetings, and including an option for new employees to enter into the Florida Retirement System (FRS) versus the Town's Defined Contribution plan.

Attorney Randolph advised that an individual council member should not be appointed to a committee due to Sunshine Laws. However, they should be allowed to participate in the selection committee meetings and meet with the Town Manager individually with their questions, as needed.

1 **It was the consensus of the Town Council to direct the Town Manager to draft a**
2 **revised Request for Proposal (RFP) to the July 10, 2018 Town Council meeting.**

- 3
4 2. Waiver of Town Code Section 42-199, For Extended Working Hours at the
5 Beach Club, 755 North County Road.

6 *Paul Castro, Acting Director of Planning, Zoning & Building*

7
8 Acting Director Castro provided an overview of the extended work hours
9 requested by the Beach Club.

10
11 Discussion ensued regarding the work hours, length of the project and the
12 effect on Town projects.

13
14 **Motion was made by Council Member Lindsay, and was seconded by Council**
15 **Member Crampton, to waive Town Code Section 42-199 for extended working hours**
16 **at the Beach Club, as recommended by staff. On roll call, the motion carried**
17 **unanimously.**

18
19 *(Clerk's note: The Town Council recessed for thirty minutes after this item)*

20
21 **C. Matters Pulled From Consent Agenda**

- 22
23 1. Approve Request by Florida Power & Light to Intermittently Close an East
24 Bound Lane of Royal Poinciana Way.

25 *H. Paul Brazil, P.E., Director of Public Works*

26
27 *(Clerk's Note: This item was taken out of order and heard after Item No. XIII.A.1.)*

28
29 Director Brazil provided an overview of the request including the start date
30 and potential impacts to traffic in the area.

31
32 **Motion was made by Council Member Lindsay, and was seconded by Council**
33 **Member Araskog, to approve the request by Florida Power & Light. On roll call, the**
34 **motion carried unanimously.**

- 35
36 2. RESOLUTION NO. 73-2018 A Resolution of the Town Council of the
37 Town of Palm Beach, Palm Beach County, Florida Awarding RFP No.
38 2018-17 For the Provision of WiFi Services And Related Infrastructure
39 And Equipment For The Town Docks to Beacon WiFi Technologies,
40 LLC, Approving a Purchase Order for Installation in the Amount of
41 \$37,735 and Establishing a Project Budget of \$41,500 and Internet
42 Service Subject to Future Budget Approval and Authorizing the Town
43 Manager to Execute the Same on Behalf of the Town.

44 *Beth Zickar, Director of Recreation – Pulled from Consent*

1 In response to a question from Council Member Araskog, Town Manager
2 Blouin ascertained the amount the Town will recoup when the Town
3 Docks are renovated. Mr. Blouin also spoke regarding the amount of
4 complaints received regarding the low quality of WiFi services from
5 current customers.
6

7 **Motion was made by Council Member Araskog, and was seconded by Council**
8 **President Pro Tem Zeidman, to approve Resolution No. 73-2018. On roll call, the**
9 **motion carried unanimously.**
10

- 11 3. RESOLUTION NO. 78-2018 A Resolution of the Town Council of the
12 Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town
13 Manager to Enter into a Contract Renewal with Rostan Solutions, for
14 Debris Monitoring Services, and Authorizing the Town Manager to
15 Execute the Same on Behalf of the Town.

16 *H. Paul Brazil, P.E., Director of Public Works - **Pulled from Consent***
17

18 **Motion was made by Council Member Araskog, and was seconded by Council**
19 **Member Lindsay, to approve Resolution No. 78-2018. On roll call, the motion**
20 **carried unanimously.**
21

- 22 4. RESOLUTION NO. 79-2018 A Resolution of the Town Council of the
23 Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town
24 Manager to Enter into a Contract Renewal with Phillips & Jordan, Inc.,
25 For Disaster Debris Removal and Disposal Services, and Authorizing the
26 Town Manager to Execute the Same on Behalf of the Town. - ***Pulled***
27 ***from Consent***
28

29 **Motion was made by Council Member Araskog, and was seconded by Council**
30 **Member Crampton, to approve Resolution No. 79-2018. On roll call, the motion**
31 **carried unanimously.**
32

- 33 5. May 9, 2018, Development Review Town Council Meeting Minutes –
34 ***Pulled from Consent***
35

36 **Council Member Lindsay requested the following corrections to Item**
37 **C. under Items Added to Any Other Matters:** On page 12 of the
38 minutes, Line 35 should read: *Defined ~~Contribution~~ Benefit and “DC*
39 *“only” plan for new hires.”*
40

41 **Motion was made by Council Member Araskog, and was seconded by Council**
42 **Member Zeidman, to approve the May 9, 2018, Development Review Town Council**
43 **Meeting Minutes, as amended. On roll call, the motion carried unanimously.**
44
45
46

1 **XIV. ORDINANCES**

2
3 **A. Second Reading**

- 4
5 1. ORDINANCE NO. 07-2018 An Ordinance Of The Town Council Of The
6 Town Of Palm Beach, Palm Beach County, Florida, Amending The Town
7 Of Palm Beach's Code Of Ordinances By Amending Section 18-167 To
8 Allow For A Non-Resident Expert To Be Appointed To The Architectural
9 Commission (ARCOM); Providing For Incorporation Of Recitals;
10 Providing For Severability; Providing For Repeal Of Ordinances In
11 Conflict Hereof; Providing For Codification; Providing An Effective Date.
12 *Paul Castro, Acting Director of Planning, Zoning & Building*

13
14 Discussion ensued regarding having a non-resident architect who is
15 licensed in the state of Florida vs. a Town resident who is licensed as an
16 Architect in other states.

17
18 **Motion was made by Council Member Lindsay, and was seconded by Council Member**
19 **Crampton, to adopt Ordinance No. 07-2018, on second and final reading. On roll call, the**
20 **motion carried unanimously.**

- 21
22 2. ORDINANCE NO. 08-2018 An Ordinance of the Town Council of the
23 Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 82,
24 Personnel, Article III, Resolution of Employee Grievances, of the Town
25 Code of Ordinances at Section 82.207, Review By Administrative and
26 Personnel Committee; Further Amending Section 82.208, Role of
27 Committee; Amending Section 82.209, Procedures; Amending Section
28 82.210, Findings of Committee; Amending Section 82.211, Appeals;
29 Providing for Severability; Providing for Repeal of Ordinances in Conflict;
30 Providing for Codification; Providing an Effective Date.
31 *Danielle Olson, Director of Human Resources*

32
33 **Motion was made by Council Member Araskog, and was seconded by Council Member**
34 **Crampton, to adopt Ordinance No. 08-2018, on second and final reading. On roll call, the**
35 **motion carried unanimously.**

- 36
37 3. ORDINANCE NO. 09-2018 An Ordinance of the Town Council of the
38 Town of Palm Beach, Palm Beach County, Florida, Amending the Code of
39 Ordinances at Chapter 2, Administration, Article III, Officers and
40 Employees, Division 1, Generally, at Section 2-136, Appointive
41 Administrative Officers, so as to Delete the Term Public Safety Director
42 and Substitute for that Term the Terms Chief of Police and Chief of Fire
43 Rescue; Amending Division 5, Director of Public Works at Section 2-247,
44 General Duties, Supervision by Manager, to Delete the Reference to the
45 Public Works Director being under the Direct Supervision of the Town
46 Manager; Further Providing that all References in the Town Code to
47 Public Safety Director Shall Now be Referred to as Chief of Police and
48 Chief of Fire Rescue; Providing for Severability; Providing for Repeal of

Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Jay Boodheshwar, Deputy Town Manager

Motion was made by Council President Pro Tem Zeidman, and was seconded by Council Member Lindsay, to adopt Ordinance No. 09-2018, on second and final reading. On roll call, the motion carried unanimously.

4. ORDINANCE NO. 10-2018 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, providing for an Amendment to the Town's Budgets Adopted for the Fiscal Year Commencing October 1, 2017, Providing an Effective Date.

This Item was been Deferred to the July 10, 2018 Town Council Meeting.

Jane LeClainche, Director of Finance

B. First Reading

1. ORDINANCE NO. 12-2018 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 106, Streets, Sidewalks and Other Public Places, Article VII, Special Events on Public Property, Division 1, Generally, By Amending Sections 106-257(1) And 106-257(2) Relating to Regulations Relating to Special Event; Amending Section 106-281 Relating to Required; Amending Sections 106-282(B), 106-282(C)(10), and 106-282(C)(14) Relating to Application; Amending Sections 106-283(6) and 106-283(10) Relating To Standards for Issuance; Amending Section 106-284 Relating to Notice of Approval or Denial; Amending Section 106-285 Relating to Appeal Procedure; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Jay Boodheshwar, Deputy Town Manager

Attorney Randolph informed the Town Council that he had amended Section 106-282(B) to include "...or a lesser period of time as determined viable at the discretion of the Town Manager."

Deputy Town Manager explained the increase in the duration for special events from three (3) to five (5) hours to include set-up and breakdown of events.

Council Member Lindsay requested the inclusion of language for providing proof of insurance coverage.

Motion was made by Council Member Crampton, and was seconded by Council Member Araskog, to approve Ordinance No. 12-2018, on first reading, as amended. On roll call, the motion carried unanimously.

1 **XV. ANY OTHER MATTERS**

2
3 Council Member Araskog requested that the “Tell the Town” section on the website be
4 amended to a different name so that the residents can understand its purpose.
5

6 **XVI. ADJOURNMENT**

7 There being no further business matters to discuss, the Town Council meeting of June
8 12, 2018 was adjourned at 2:10 p.m.
9
10
11

12
13 _____
14 Danielle H. Moore
15 Town Council President
16

17 ATTEST:
18
19
20

21 _____
22 Kathleen Dominguez
23 Town Clerk
24

25 _____
26 Date
27

TOWN OF PALM BEACH

Planning, Zoning & Building Department

MINUTES OF THE LOCAL PLANNING AGENCY MEETING

HELD ON WEDNESDAY JUNE 13, 2018

I. CALL TO ORDER AND ROLL CALL

II. COMMUNICATIONS FROM CITIZENS

III. ORDINANCE NO. 11-2018 An Ordinance of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 134, Zoning, As Follows: At Article I, In General, Section 134-2, Definitions And Rules Of Construction, By Modifying Building, Height Of (Applicable Only In The R-B Districts) To Correct The Definition's Intent And Building Height Of, Corner Lot To Correct A Scriveners Error Which Inadvertently Eliminated Language In The Definition Related To The Definition's Applicability To The R-B Zoning District; Article II, Administration, Section 134-172, Hearing Procedure, Section 134- 328, Review By Director Of Planning, Zoning And Building Or His/Her Designee And Section 134-330. Action By Town Council; Deviations; Time Limit For Beginning Work, To Increase The Notice Requirements For Special Exceptions, Variances And Site Plan Reviews That Are An Intensification Of Use Or For Off-Street Parking Variances; To Require The Legal Notices To Be Mailed By The Applicant; And To Allow 36 Months To Commence Work By The Issuance Of A Building Permit Related To The Zoning Application; Section 134-532, Public Hearings, To Add A 300 Foot Mailing Notice And Legal Advertising Requirement For PUD Applications; Providing For Severability; Providing For Repeal of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Acting Director Castro provided details of the ordinance changes.

He explained approval process, permit process and costs.

Discussion took place regarding increasing notice requirements from 350 feet to 750 feet notice versus 1,000 feet notice.

Martin Klein, Planning and Zoning Commission Chairman explained how the Commission's came to the decision to increase the notice to 750 feet.

Attorney Ziska spoke about time limits for obtaining a building permit.

Discussion took place on application process for projects, commission approval process and timeframes / deadlines.

MINUTES OF THE LOCAL PLANNING AGENCY MEETING HELD ON WEDNESDAY, JUNE 13, 2018

1 **Motion was made by Agency Member Araskog and seconded by Agency Member**
2 **Crampton, to approve Ordinance No. 11-2018 with a change from 750 feet to 1,000**
3 **feet. On roll call, the motion failed 2-3.**

4 **Motion was made by Agency Member Zeidman, and seconded by Agency Member**
5 **Lindsay to approve Ordinance No. 11-2018. On roll call, the motion carried**
6 **unanimously.**

7 IV. **ADJOURNMENT**

8 There being no further business, the June 13, 2018 Local Planning Agency meeting was
9 adjourned at 10:27 a.m.

APPROVED:

Danielle H. Moore, Town Council President

PREPARED BY:

Kathleen Ruderman, Deputy Town Clerk



TOWN OF PALM BEACH

Minutes of the Town Council Meeting Held on June 13, 2018

I. CALL TO ORDER AND ROLL CALL

The Development Review Town Council Meeting was called to order on Wednesday, June 13, 2018, at 10:30 a.m. in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Deputy Clerk Ruderman gave the invocation. Council President Moore led the Pledge of Allegiance.

Deputy Clerk Ruderman swore in all those who would be providing testimony.

III. COMMENTS OF MAYOR GAIL L. CONIGLIO - None

IV. COMMENTS OF TOWN COUNCIL MEMBERS

Council Member Araskog thanked the Citizen's Association for their efforts in presenting the Hurricane Preparedness Seminar.

V. COMMUNICATIONS FROM CITIZENS

Anita Seltzer, 44 Cocoanut Way, spoke about the Recreation Center project.

Discussion took place on Resolutions 63-2018 and 76-2018 that were passed at the June 12, 2018 Regular Town Council meeting.

VI. APPROVAL OF AGENDA

The following changes were

DEFERRALS: The following items were deferred to the July 11, 2018 Town Council meeting:

- Item No. VII.C.1.a., Z-00058 Special Exception with Site Plan Review

- Item No. VII.C.1.c., Z-18-00084 Variances

- Item No. VII.C.2.a., Z-18-00094 Special Exception with Site Plan Review and Variances

- Item No. VII.C.2.b., Z-18-00096 Variances

1 - Item No. VII.C.2.c., Z-18-00097 Site Plan Review

2 - Item No. VII.C.2.f., Z-18-00100 Variances

3 The following item was deferred to the August 15, 2018 Town Council meeting:

4
5 - Item No. VII.C.1.b., Z-17-00066 Modified Site Plan Review

6 WITHDRAWN

7 - Item No. VII.A.1., ARCOM Appeal; 446 North Lake Way

8 - Item No. VII.C.1.d., Z-18-00093 Special Exception With Site Plan Review and
9 Variances

10 **Motion was made by Council Member Crampton, and seconded by President Pro Tem**
11 **Zeidman, to approve the agenda, as amended above. On roll call, the motion carried**
12 **unanimously.**

13
14 VII. DEVELOPMENT REVIEWS

15
16 A. Appeals

17
18 ARCOM Appeal
19 446 North Lake Way
20 Case # 054-2017
21
22

23 *Item withdrawn.*

24
25 B. Time Extensions and Waivers

- 26
27 1. Waiver of Town Code Section 42-199, For Extended Working Hours
28 Royal Poinciana Project – Testa's

29
30 Ex-parte communications were declared by Mayor Coniglio and President Pro Tem
31 Zeidman.

32
33 Acting Director Castro provided details of the project.

34
35 Cody Crowell of the Frisbie Group provided additional information.

36
37 Discussion took place about approval of neighboring properties and the
38 Maintenance of Traffic Plan.
39

40 **Motion was made by Council Member Crampton, and seconded by President Pro Tem**
41 **Zeidman, to approve the waiver of Town Code Section 42-199, for extended working**
42 **hours at Royal Poinciana Plaza (Testa's). On roll call, the motion carried unanimously.**

- 43
44 2. Waiver of Town Code Section 42-199, For Extended Working Hours at the
45 Breakers Golf Course

46
47 Ex-parte communications were declared by President Pro Tem Zeidman and
48 Council Member Lindsay. Council President Moore recused herself from the
49 discussion due to a conflict of interest.

Attorney Crowley provided details of the project.
Mr. Castro provided Staff comments.

Discussion took place on surrounding neighborhoods and how they would be affected by the noise.

Motion was made by Council Member Araskog, and seconded by Council Member Crampton to approve the waiver of Town Code section 42-199, for extended working hours at the Breakers golf course Monday through Friday from 7:00 a.m. to 6:00 p.m. No work before 8:00 a.m. on the 1st green and entire 7th hole; and the entire 6th, 7th and 8th holes to the south property line of the Breakers Golf Course. Saturday work hours are 7:00 a.m. to 5:00 p.m. but no work can occur on the entire 7th and 8th holes to the south property line of the Breakers Golf Course. No work on Saturday can occur before 9:00 a.m. on the 1st green, and the entire 6th or 17th holes.

The conditions of approval are as follows:

The Breakers is required to notify the neighbors of the new hours. If neighbors within the notice area complain about the 7:00 a.m. start time, the work must stop between 7:00 a.m. and 8:00 a.m.

If there are any valid complaints from an abutting neighbor about Saturday work within an area of the golf course, that area of the validated complaint must cease work on Saturday unless and until the Town Council reapproves the Saturday hours in that area. Valid complaints would be: a substantiated noise complaint; a substantiated complaint of working in the areas prohibited as identified above; and/or substantiated work outside of the hours permitted in this approval. On roll, call the motion called unanimously with Council President Moore absent.

Anita Seltzer, 44 Cocoanut Row, requested that 44 Cocoanut Row (holes 1 and 17) be included in the above work hours.

Alex Gilmurry of the Breakers clarified that holes 1 and 17 are almost completed and have approximately two more weeks of work. The motion was amended to keep holes 1 and 17 at normal working hours (8:00 a.m. to 6:00 p.m.)

C. Variances, Special Exceptions, and Site Plan Reviews

2. Old Business

a.Z-17-00058 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S) Zoning District: R-C Medium Density Residential The application of GILBERT MARK D &, Owner, relative to property located at **323 CHILEAN AVE**, legal description on file, is described below. 1) A variance request to allow construction of a new 5,393.45 square foot, two story single family residence on a parcel that is 9,375 square feet in area in lieu of the 10,000 square foot minimum required in the R-C Zoning District. The proposal is to replicate the previously approved renovation of the landmarked residence. The Town Council and Landmarks Preservation Commission approved the project in January 2017. 2) A variance request to allow a 7.28 foot west side yard setback in lieu of the 10 foot minimum required in the R-C Zoning District for the new two (2) car garage. [Applicant's Representative: Maura Ziska Esq]

1 [Landmark Preservation Commission Recommendation: Implementation of the
2 proposed special exception, site plan review and variances will not cause
3 negative architectural impact to the subject landmarked property. Carried 4-3.
4 The Landmarks Commission deferred this project to the May 16, 2018 meeting
5 at the request of the attorney. Carried 7-0.]
6

7 *Item deferred to the July 11, 2018 Town council meeting.*
8

9 b.Z-17-00066 MODIFIED SITE PLAN REVIEW

10 Zoning District: C-TS Town-Serving Commercial The application of VIA 313
11 1/2 WORTH AVENUE LTD, Owner, relative to property located at **313 1/2**
12 **WORTH AVE SUITE: SITE**, legal description on file, is described below. 1.
13 Request for special exception approval to allow a two (2) story trellis. 2.
14 Request site plan review to modify the Via Bice as follows: a. new mosaic
15 pavers in the Via; b. New 2,240 square foot 2 story trellis with retractable
16 awning above; c. New landscaping and lighting; d. New stone entry with
17 awning on Peruvian Avenue; e. Removal of existing canvas awnings f. New
18 37.5 square foot addition to existing bay window. [Applicant's Representative:
19 Maura Ziska Esq] [The Architectural Commission generally thought the
20 redesign was a positive step forward in the right direction. Some of the topics
21 debated by the Commissioners were the following: 1) Whether the front façade
22 was too modern and fit into the area, 2)Whether the pergolas took away from
23 the Via, 3) Whether the tile pattern on the floor was the correct design. They
24 all agreed that accessibility at the entrance was necessary. The Architectural
25 Commission deferred the project for one month to the May 23, 2018 meeting.
26 Carried 6-1.]
27
28

29 *Item deferred to the August 15, 2018 Town council meeting.*
30

31 c.Z-18-00084 VARIANCE(S) The application of FRIEDMAN LORRAINE L
32 TRUST &, Owner, relative to property located at **901 N OCEAN BLVD**, legal
33 description on file, is described below. 1) Variances to allow the construction
34 of a new 16,087 square foot two story main residence with a point of
35 measurement of 22.5 foot North American Vertical Datum ("NAVD") in lieu of
36 the 15.9 foot NAVD maximum allowed for the following: a. Overall building
37 height; b. Building height; c. Building height plane 2) A variance to allow a 6
38 foot tall wall along the edge of the site triangle easement and within the front
39 yard setback that would not have a 36 inch continuous hedge as required for a
40 wall exceeding 4 feet in height. [Applicant's Representative Maura Ziska Esq]
41 [Architectural Review Commission Recommendation: Implementation of the
42 proposed variances will not cause negative architectural impact to the subject
43 property. Carried 4-3. The Architectural Commission deferred the project for
44 one month to the May 23, 2018 meeting. Carried 7-0.]
45

46 *Item deferred to the July 11, 2018 Town council meeting.*
47

48 d.Z-18-00093 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND
49 VARIANCE(S) The application of PALM V ASSOCIATES LIMITED
50 PARTNERSHIP(BURT HANDELSMAN), Applicant, relative to property located
51 at **240 WORTH AVE SUITE: 200**, legal description on file, is described below.

1 Site Plan Review with Special Exception is being requested to make
2 modifications and improvements to the southeast area of the courtyard (Unit
3 200) by reconstructing an exterior staircase to access the second floor and
4 roof which will require the following variances: 1) Lot coverage of 79.1% in lieu
5 of the 78.7% existing and the 35% maximum allowed in the C-WA Zoning
6 District; and 2) Rear yard setback of 4.9 feet in lieu of the 10 foot minimum
7 required in the C-WA Zoning District. [Applicant's Representative: Maura Ziska
8 Esq] [Landmark Preservation Commission Recommendation: Implementation
9 of the proposed variances will not cause negative architectural impact to the
10 subject landmarked property with the condition that extra extension to the roof
11 is removed. Carried 7-0.]

12
13 *Item withdrawn.*

14 e. Z-17-00046 SPECIAL EXCEPTION Iberiabank: 180 Royal Palm Way
15 Town-Serving Confirmation
16 Attorney Broberg provided details of the project.

17
18 **Motion was made by Council Member Crampton, and seconded by President Pro Tem**
19 **Zeidman, that Special Exception Z-17-00046 shall be granted, based upon the finding**
20 **that such grant will not adversely affect the public interest and that the applicable**
21 **criteria set forth in Section 134-229 of the Town Code have been met. In addition,**
22 **Iberiabank does not have to come back to council for further approval. On roll call, the**
23 **motion carried unanimously.**

24
25 2. New Business

26
27 a. Z-18-00094 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND
28 VARIANCE(S) The application of 916 SOUTH OCEAN BOULEVARD LLC
29 (BRIAN STOCK, MANAGER), Applicant, relative to property located at **916**
30 **S OCEAN BLVD**, legal description on file, is described below. 1. 134-227
31 and 134-1474. Request for site plan approval and special exception to
32 permit construction of a new 500 square foot beach cabana on the portion
33 of the property lying east of S. Ocean Blvd. 2. 134-843(a)(7) and 134-
34 843(a)(10). Request for a zero datum (point of measurement) for the
35 construction of the proposed two story house of 21.5 feet National Geodetic
36 Vertical Datum ("NGVD") in lieu of 17.4 feet NGVD allowed by Code. A
37 building height plane variance and building height variance is requested in
38 order to permit this new zero datum. [Applicant's Representative: Tim
39 Hanlon Esq.] [The Architectural Commission deferred the project to the May
40 23, 2018 meeting. Carried 7-0.]

41
42 *Item deferred to the June 13, 2018 Town council meeting.*

43
44 b. Z-18-00096 VARIANCE(S) Zoning District: R B Low Density Residential
45 The application of Thomas J. Harrington, as Trustee of the 1558 NORTH
46 OCEAN WAY REALTY TRUST u/a/d March 3, 2017 and Thomas J.
47 Harrington, as Trustee of the 1558 NORTH OCEAN WAY REALTY TRUST
48 u/a/d March 2, 2017, Applicant, relative to property located at 1558 N
49 OCEAN WAY, legal description on file, is described below. Construction of

1 a 1,809 square foot, two story, guesthouse on a lot having an area of
2 29,145 square feet, thereby requiring front and rear yard setbacks and
3 building height plane provisions to comply with those provisions of the R A
4 Zoning District despite the fact that that the subject property is located in
5 the R B Zoning District. In connection with the proposed construction, the
6 following variances are being requested: a. Section 134 843(a)(5): A
7 request for a variance for the existing house with a front yard setback (east
8 side of the property) of 32 feet in lieu of the 35 foot minimum required in the
9 R A Zoning District. b. Section 134 157 (6): A request for a variance for the
10 proposed guesthouse with a rear yard street side setback (west side of the
11 property) of 30 feet in lieu of the 35 foot minimum required in the R A
12 Zoning District. c. Section 134 843(a)(7): A request for a variance for the
13 proposed guest house with a building height plane (west side of the
14 property) of 30 feet in lieu of the 38 foot minimum required in the R A
15 Zoning District. [Applicant's Representative David E. Klein Esq]
16 [Architectural Review Commission Recommendation: Implementation of the
17 proposed variances for the rear yard setback and building height plane will
18 cause negative architectural impact to the subject property; and
19 implementation of the proposed variance for the existing home will not
20 cause negative architectural impact to the subject property. Carried 6-1.
21 The Architectural Review Commission deferred the project for one month to
22 the June 27, 2018 meeting. Carried 7-0.] Request for Deferral Per Letter
23 Dated June 8, 2018 from David E. Klein
24

25 *Item deferred to the July 11, 2018 Town council meeting.*
26

27 c. Z-18-00097 SITE PLAN REVIEW Zoning District: R B Low Density
28 Residential The application of 232 Bahama Lane, LLC (Manager of 232
29 Bahama Lane, LLC: Manager I, LLC. Manager of Manager I, LLC: E.
30 Llwyd Ecclestone, Jr.), Applicant, relative to property located at 232
31 BAHAMA LN, legal description on file, is described below. Site Plan
32 Review to allow the construction of a 4,300 square foot, two story, single-
33 family house on a non conforming platted lot, which is 90 feet in depth in
34 lieu of the 100 foot depth required in the R B Zoning District. [Applicant's
35 Representative David E. Klein Esq] [The Architectural Review Commission
36 deferred the project for one month to the June 27, 2018 meeting. Carried 7-
37 0.] Request for Deferral to the July 11, 2018 Town Council Meeting Per
38 Letter Dated May 31, 2018 from David E. Klein
39

40 *Item deferred to the July 11, 2018 Town council meeting.*
41

42 d. Z-18-00098 VARIANCE(S) Zoning District: R B Low Density Residential
43 The application of GRISWOLD ALEXANDER H., Applicant, relative to
44 property located at 249 MONTEREY RD, legal description on file, is
45 described below. The subject property is 21,200 square feet in total area.
46 The applicant is requesting a variance to split the lot, which would result in
47 a non conforming east side yard setback for the existing house. The two
48 resulting lots would have the following areas: East lot - 10,200 square feet;
49 and the West lot 11,000 square feet. Both parcels would exceed the
50 minimum area requirement in the R B Zoning District, which is 10,000

1 square feet. All improvements will be removed from the East lot and the
2 following variances are being requested in order to split the properties and
3 return the West lot back to its previous condition: 1. An east side yard
4 setback of 10.67 feet in lieu of the 15 foot minimum required in the R B
5 Zoning District for the two story portion of the house. 2. An east side yard
6 setback of 10.67 feet in lieu of the 12.5 foot minimum required in the R B
7 Zoning District for the one story portion of the house. [Applicant's
8 Representative Maura Ziska Esq]

9
10 Ex-parte communications were declared by Council Member Araskog,
11 Mayor Coniglio, Council President Moore, President Pro Tem Zeidman, and
12 Council Member Lindsay.

13
14 Attorney Ziska provided details of the project.

15
16 Design professional Forrest provided additional details.

17
18 Mr. Castro provided Staff comments.

19
20 Discussion took place on the hardship, the non-conformance of the
21 property, potential landmarking of the property, if the owner would
22 consider a deed restriction as a condition of the variance, and if the project
23 should be deferred to the Architectural Commission.

24
25 **Motion was made by Council Member Crampton, and seconded by Council Member**
26 **Araskog to refer the project to the Architectural Commission for their review before**
27 **returning to Town Council. On roll call, the motion carried unanimously.**

28
29 Anita Seltzer, 44 Cocanut Row, inquired about the architect for the
30 project.

31
32 e. Z-18-00099 VARIANCE(S) Zoning District: R C Medium Density
33 Residential The application of Bryan Donahue, PLA (for GAMBILL BEN S.
34 - owner), Applicant, relative to property located at 353 CHILEAN AVE,
35 legal description on file, is described below. Modification to Variance # 57-
36 94 to increase the approved wall height from 7.5' to 10' along the north
37 property line in lieu of the maximum code allowed height of 6' as
38 measured from the crown of road in the street side yard setback for the
39 west 25' of wall, and the maximum code allowed 7' as measured from the
40 adjacent grade in the rear yard setback for the remaining portion of the
41 wall. [Applicant's Representative Bryan Donahue]

42
43 No ex-parte communications were declared.

44
45 Architect Donahue provided details of the project.

46
47 Mr. Castro provided Staff comments.

48
49 Discussion took place on considering approval for this property owner
50 only. If duplex were ever to be torn down the variance would be null.

1
2 **Motion was made by Council Member Crampton and seconded by President Pro Tem**
3 **Zeidman, that Variance Z-18-00099 shall be granted, and find, in support thereof, that all**
4 **of the criteria applicable to this application as set forth in Section 134-201(a), items 1**
5 **through 7 have been met with the caveat that the owner will provide a utility easement if**
6 **necessary, satisfactory to the Town of Palm Beach, prior to building permit issuance.**
7 **On roll call, the motion carried unanimously.**

8
9 f. Z-18-00100 VARIANCE(S) Zoning District: R A Estate Residential The
10 application of Nedim Soylemez (contract purchaser), Applicant, relative to
11 property located at 1030 S OCEAN BLVD, legal description on file, is
12 described below. 1. Request for a variance to allow the construction of a
13 new 13,049 square foot two-story residence with a point of measurement
14 of 17.17 feet North American Vertical Datum ("NAVD") in lieu of the 15.16
15 foot NAVD maximum allowed for the (i) overall building height and (ii)
16 building height. 2. A request to have a building height plane setback 53.16
17 feet in lieu of the 69 foot minimum setback required for the gable end
18 pediment architectural feature. [Applicant's Representative Maura Ziska
19 Esq] [Architectural Review Commission Recommendation: Implementation
20 of the proposed variances will not cause negative architectural impact to
21 the subject property. Carried 4-3. The Architectural Review Commission
22 deferred the project for one month to the June 27, 2018 meeting. Carried
23 7-0.] Request for Deferral to the July 11, 2018 Town Council Meeting Per
24 Letter dated June 5, 2018 from Maura Ziska

25
26 *Item deferred to the July 11, 2018 Town council meeting.*

27
28 g. Z-18-00103 SPECIAL EXCEPTION WITH SITE PLAN
29 REVIEW AND VARIANCE(S) Zoning District: R B Low Density Residential
30 The application of SAILFISH CLUB OF FLORIDA INC, Applicant, relative
31 to property located at 1338 N LAKE WAY SUITE: SITE, legal description
32 on file, is described below. 1. A request for special exception approval with
33 site plan review to allow the following modifications to the Sailfish Club
34 property: Expand kitchen 505 square feet to the east into existing service
35 area (wall and parapet roof will be extended); create a 157 square foot
36 walkway from existing parking lot to existing electrical room and new
37 generator room for service access. Pool deck renovation to include:
38 replace existing pool deck floor with new floor finishes, eliminate cabanas
39 and replace with new locker rooms, new cabanas, youth recreation rooms
40 and seating area, add covered walkway from north side of pool deck to
41 south side of pool deck, awnings to the west side of the pool deck and
42 north side of existing pool deck between existing terrace and dining area
43 (see roof plan), add a 704 square foot sun deck on the southwest side of
44 the pool deck; Install 150 KW generator in a 325 square foot building on
45 east side of the building; Replace wood shake roof with new roof to match
46 existing. 2. A variance is being requested to allow a decrease in
47 landscaped open space to 19.2 % in lieu of the 20.1 % existing and 45%
48 minimum required in the R B Zoning District. [Applicant's Representative
49 Maura Ziska Esq] [Architectural Review Commission Recommendation:
50 Implementation of the proposed special exception, site plan review and

variances will not cause negative architectural impact to the subject property. Carried 7-0. The Architectural Review Commission approved the project. Carried 7-0.]

Ex-parte communications were declared by Council Member Araskog, Mayor Coniglio, Council President Moore and Council Member Lindsay.

Attorney Ziska provided details of the project.

Mr. Castro provided Staff comments.

Discussion took place on green space and hardship.

Motion was made by Council Member Crampton and seconded by President Pro Tem Zeidman, that Variance Z-18-00103 shall be granted, and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met as modified to eliminate the walkway. On roll call, the motion carried 3-2 with Council Members Araskog and Lindsay dissenting.

Motion was made by Council Member Crampton, and seconded by President Pro Tem Zeidman, that Site Plan No. Z-18-00103 be approved, based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11. On roll call, the motion carried unanimously.

Motion was made by Council Member Crampton, and seconded by President Pro Tem Zeidman, Special Exception No. Z-18-00103 shall be granted, based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. On roll call, the motion carried unanimously.

VIII. ORDINANCES

A. First Reading

1. ORDINANCE NO. 11-2018 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 134, Zoning, As Follows: At Article I, In General, Section 134-2, Definitions And Rules Of Construction, By Modifying Building, Height Of (Applicable Only In The R-B Districts) To Correct The Definition's Intent And Building Height Of, Corner Lot To Correct A Scriveners Error Which Inadvertently Eliminated Language In The Definition Related To The Definition's Applicability To The R-B Zoning District; Article II, Administration, Section 134-172, Hearing Procedure, Section 134- 328, Review By Director Of Planning, Zoning And Building Or His/Her Designee And Section 134-330. Action By Town Council; Deviations; Time Limit For Beginning Work, To Increase The Notice Requirements For Special Exceptions, Variances And Site Plan Reviews That Are An Intensification Of Use Or For Off-Street Parking Variances; To Require The Legal Notices To Be Mailed By The Applicant; And To Allow 36 Months To Commence Work By The Issuance Of A Building Permit Related To The Zoning Application; Section 134-532, Public Hearings, To Add A 300 Foot Mailing Notice And Legal

Advertising Requirement For PUD Applications; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve Ordinance No. 11- 2018, on first reading with one small grammatical change. On roll call, the motion carried unanimously.

IX. ANY OTHER MATTERS

A. Stop Work Order Under 3-Strike Rule 223 Orange Grove Road

Ex-parte communications were declared by Council President Moore and Council Member Lindsay.

Mr. Castro provided the details of the stop work order.

Homeowner, Reid Boren, provided additional information.

Attorney Ball, stated that the homeowners are agreeable to all terms set forth by the Town except for containing all parking on site until the completion of the project. An on-site parking manager has been hired to help control the situation. She requested a Right of Way permit and one or two construction parking permits.

Deputy Clerk Ruderman swore in Mr. Steve Davis, the contractor for the project.

Mr. Davis explained upcoming phases of the project, which should take approximately 8-9 weeks.

Discussion took place on on-site parking.

Public Works Director Brazil explained the necessity for Public Works to issue Construction Parking Permits, delivery permits and Right of Way permits.

Motion was made by Council Member Araskog, and seconded by Council Member Crampton, to conditionally approve the request to lift the Stop Work Order as requested. In addition, Public Works has the right to issue permits as necessary. On roll call, the motion carried unanimously.

B. Discussion of the Lot Split Administrative Approval Process in Chapter 110, Subdivisions, in the Code of Ordinances.

Mr. Castro provided details of this process.

Discussion took place on whether or not conditions / limitations may be placed on owners in order to split a lot.

It was the consensus of the Town Council to continue with the current administrative processing of lot splits.

1 C. Discussion on \$20,000 donation offer for legal study of county, state and local
2 roads.

3
4 **It was the consensus of the Town Council to hold off on the donation until the Public**
5 **Works Committee completes their study.**

6 X. ADJOURNMENT

7
8 There being no further business, the Development Review Town Council meeting of
9 June 13, 2018 was adjourned at 1:19 p.m.

APPROVED:

Danielle H. Moore, Town Council President

ATTEST:

Kathleen Ruderman, Deputy Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda Minutes

Agenda Title

Approval of major matters considered by the Architectural Review Commission at its meeting of June 27, 2018.

Presenter

Paul Castro, Acting Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated June 29, 2018 from Paul Castro, Director of Planning, Zoning and Building**
- ▣ **Minutes of the Architectural Review Commission Meeting of June 27, 2018**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Paul Castro, Acting Director of Planning, Zoning & Building

Re: Approval of the Architectural Commission Meeting Minutes of June 27, 2018

Date: June 29, 2018

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of June 27, 2018.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items that were considered at the regularly scheduled meeting of June 27, 2018.

GENERAL INFORMATION

These minutes are submitted to the Town Council for approval pursuant to Chapter 18-177 of the Town of Palm Beach Code of Ordinances.

Attachment

PC:kmc



TOWN OF PALM BEACH

PLANNING, ZONING AND BUILDING DEPARTMENT

MINUTES OF THE REGULAR ARCHITECTURAL COMMISSION MEETING HELD ON WEDNESDAY, JUNE 27, 2018

Please be advised that in keeping with a recent directive from the Town Council, the minutes of all Town Boards and Commissions will be "abbreviated" in style. Persons interested in listening to the meeting, after the fact, may access the audio of that item via the Town's website at www.townofpalmbeach.com.

I. CALL TO ORDER

Mr. Small called the meeting to order at 9:00 a.m.

II. ROLL CALL

Robert J. Vila, Chairman	ABSENT (unexcused)
Michael B. Small, Vice Chairman	PRESENT
Robert N. Garrison, Member	PRESENT
Alexander C. Ives, Member	PRESENT
Maisie Grace, Member	PRESENT
John David Corey, Member	PRESENT
Nikita Zukov, Member	PRESENT
Betsy Shiverick, Alternate Member	PRESENT
Katherine Catlin, Alternate Member	PRESENT
Dan Floersheimer, Alternate Member	PRESENT

Staff Members present were:

John Lindgren, Planning Administrator

Paul Castro, Acting Director of Planning, Zoning and Building

John Randolph, Town Attorney

Kelly Churney, Secretary to the Architectural Review Commission

Please note: Ms. Churney noted that Ms. Shiverick would be voting in the absence of Mr. Vila.

III. PLEDGE OF ALLEGIANCE

Vice Chairman Small led the Pledge of Allegiance.

IV. APPROVAL OF THE MINUTES FROM THE MAY 23, 2018 MEETING

Motion made by Mr. Garrison and seconded by Mr. Zukov to approve the minutes from the May 23, 2018 meeting. Motion carried unanimously.

V. **APPROVAL OF THE AGENDA**

Ms. Churney requested to amend the agenda with the deferral of the following projects to the July 25, 2018 meeting: B-008-2018, 232 Seabreeze Ave., B-034-2018 901 N. Ocean Blvd., and A-012-2018, 500 Island Dr.

Motion made by Mr. Garrison and seconded by Mr. Corey to approve the agenda as amended. Motion carried unanimously.

VI. **ADMINISTRATION OF THE OATH TO PERSONS WHO WISH TO TESTIFY**

Ms. Churney administered the oath at this time and throughout the meeting as necessary.

VII. **COMMUNICATIONS FROM CITIZENS REGARDING NON-AGENDA ITEMS (3 MINUTE LIMIT PLEASE)**

Mr. Randolph initiated a discussion regarding ex parte and asked the Commission to provide a detailed explanation when declaring their ex parte communication. He answered questions from the Commissioners.

VIII. **PROJECT REVIEW**

A. **DEMOLITIONS AND TIME EXTENSIONS**

B-064-2018 Demolition

Address: 232 Cherry Lane

Applicant: Cherry Lane LLC

Professional: LeBerge & Ménard

Project Description: Demolition of existing one-story residence, sod and irrigate property.

Call for disclosure of ex parte communication: Disclosure of several members.

Daniel Ménard, LeBerge & Ménard, presented the proposed demolition of the residence, landscape and hardscape.

Motion made by Mr. Ives and seconded by Mr. Garrison to approve the plans as presented with the caveats to remove all exotic and invasive plant species and to sod and irrigate the property within 30 days. Motion carried unanimously.

B-066-2018 Time Extension

Address: 288 Sandpiper Drive

Applicant: Kelly Williams

Professional: MP Design & Architecture

Project Description: One year extension of previously approved project.

Call for disclosure of ex parte communication: Disclosure of several members.

Michael Perry, MP Design & Architecture, presented the proposed plans for the time extension request.

Motion made by Mr. Garrison and seconded by Mr. Zukov to approve the one-year time extension request. Motion carried unanimously.

B. MAJOR PROJECTS – OLD BUSINESS

B-008-2018 Demolition/New Construction

Address: 232 Seabreeze Ave.

Applicant: Jim & Robin Carey

Professional: Jeremy K. Walter, AIA/Jeremy K. Walter Architects, LLC

Project Description: Demolition of existing 2 story single family dwelling, 2 story garage, storage shed and pool. New construction of a 2 story single family contemporary home with concrete tile and standing seam zinc coated copper roof, new pool, site walls and landscaping.

At the January meeting, a motion carried to approve the demolition of the existing property as requested. A second motion carried to defer the project for two months to the March meeting for a complete redesign of the project. A motion carried at the March meeting to defer the project for one month to April 25, 2018 for restudy based on the comments from the Commission. A motion carried at the April meeting to defer the project for one month to the May 23, 2018 meeting. A motion carried at the May meeting to approve the modified landscape and hardscape plan and to defer the architectural portion of the project to the June 27, 2018 meeting at the request of the applicant.

Please note: This item was deferred to the July 25, 2018 meeting with the Item V. Approval of the Agenda.

B-012-2018 Modifications

Address: 313 ½ Worth Ave.

Applicant: Via Bice Worth Avenue LLC

Professional: Jeffrey W. Smith/Smith Architectural Group

Project Description: Renovation of Via Bice to include new paving, new trellis, retractable awning, landscaping and lighting. Removal of awnings. Renovations to Peruvian Ave façade to include new stone entry, new glass awning, landscaping and lighting, replace awnings. New Doors.

SPECIAL EXCEPTION WITH SITE PLAN REVIEW INFORMATION: 1) Request for special exception approval to allow a two (2) story trellis 2) Request for site plan review to modify the Via Bice as follows: a) New mosaic pavers in the Via; b) New 2,240 square foot trellis with retractable awning above; c) New landscaping and lighting; d) New stone entry with awning on Peruvian Avenue; e) Removal of existing canvas awnings; f) New 37.5 square foot addition to existing bay window.

At the February meeting, a recommendation to the Town Council was given that the redesign was a positive step forward in the right direction. A motion carried

at the March meeting to allow time for the project to be heard by the Town Council. A motion carried at the March meeting to defer the project at the request of the architect for one month to the April 25, 2018 meeting. A motion carried at the April meeting to defer the project for one month to the May 23, 2018 meeting. A motion carried at the May meeting to defer the project to the June 27, 2018 meeting at the request of the architect.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Smith presented the modified architectural plans for the Via and reviewed some of the proposed hardscape changes.

Ms. Catlin asked about the area proposed to be covered by the trellis. Mr. Smith responded. She stated was in favor of a facelift to the front façade but was not in favor of the previously proposed façade.

Ms. Grace stated she would support freshening up the front façade. She was not in favor of the proposed tile pattern as well as the pergola. She thought the use of umbrellas was more charming. She also stated was preferred the Moorish arches rather than the proposed changes.

Mr. Corey asked about the termination point of the proposed tile. Mr. Smith responded. Mr. Corey stated he was not in favor of the proposed tile pattern and requested a more relaxed pattern. Mr. Corey also stated he was not in favor of the pergola. He suggested using a different color palate for the front façade.

Mr. Ives asked about the trellis and questioned if it would provide shade. Mr. Smith stated that umbrellas would still be used.

Mr. Garrison agreed with Mr. Corey's comments and added he was not in favor of the pergola.

Ms. Shiverick inquired about the pergola and umbrellas. She stated she was in favor of the tile.

Mr. Floersheimer asked about the location of the restaurant tables in the Via. Messrs. Smith and Castro responded.

Mr. Small suggested changing the awning on the front façade. Mr. Small also complimented the owner for the attempt in cleaning up the Via.

Ms. Shiverick added that she was in favor of the fountain and obelisk rather than the proposed pedestal. Many other Commissioners agreed.

Mr. Ives asked if any alternate plan had been made in the event that the owner of the remainder of the Via does not agree to the tile extension.

Ali Amirniroumand, representing the ownership of Via Bice, reviewed his conversations with the owner of the remainder of the Via as well as his intent with future changes of the space.

Ms. Catlin provided a suggestion for a potential tile pattern. Mr. Smith responded.

John Eubanks, representing Love, LLC and Burt Handelsman, stated that both parties that own the Via do not have an agreement to date regarding the tile.

Mr. Small asked Mr. Smith about the ground covering from north to south. Mr. Smith stated the existing paving would remain.

A woman named Augusta, on behalf of Leta Foster at 64 Via Mizner, stated Ms. Foster's objections to the pergola and the tile pattern.

Matt Jackman, Nievera Williams Design, presented the proposed landscape and hardscape plans for the Via.

Mr. Ives asked about the landscaping around the proposed pedestal. He provided a suggestion for landscaping if no agreement is made with Mr. Handelsman.

Mr. Garrison asked about a landscaped area next to Building C. Mr. Jackman stated that the owners do not want that area changed.

Mr. Zukov asked about the location of the proposed pedestal and location of the property line. Mr. Jackman responded.

Mr. Corey asked about a tree at the entrance of the Via. Mr. Jackman stated that tree would remain. Mr. Corey made a suggestion for the tile pattern.

Ms. Grace asked staff how the Commission should vote on plans that do not delineate the termination of the tile. Mr. Lindgren stated that the plans do show the termination point.

Ms. Shiverick pointed out that the renderings show the tile as black and white but the actual tile is more cream.

Motion made by Mr. Zukov and seconded by Mr. Ives to approve the project as presented with the caveat that the proposed pedestal returns to the fountain and obelisk previously proposed. Motion carried 4-3 with Messrs. Garrison, Corey and Ms. Grace opposed.

B-030-2018 New Construction

Address: 905 N. Ocean Blvd.

Applicant: Patrick and Lillian Carney

Professional: LeBerge & Ménard Inc.

Project Description: Construction of a new 17,727 sq. ft. two story main house with a basement and a 1,284 sq. ft. single story guesthouse in the Neo-Classical style of architecture. Final hardscape, landscape and drainage plan to be presented as well.

A motion carried at the March meeting to defer the project for one month to the April 25, 2018 meeting for restudy. A motion carried at the April meeting to defer the project for one month to the May 23, 2018 meeting at the request of the attorney. A motion carried at the May meeting to defer the project to the June 27, 2018 meeting for restudy.

Call for disclosure of ex parte communication: Disclosure of several members.

Frank Lynch, on behalf of Patrick and Lillian Carney, reviewed a study completed on several lots on the North Ocean Boulevard, compared the proposed home to other homes and lots in the area and advocated approval of the proposed home.

Daniel Ménard, LeBerge & Ménard Inc., presented the modified architectural plans currently proposed for the new residence.

Keith Williams, Nievera Williams Design, presented the modified landscape and hardscape plans for the new residence.

Mr. Zukov thought the new proposal fit into the neighborhood. He recommended adding shutters on the east and west elevation. Mr. Ménard agreed. He asked to see a landscape lighting plan.

Ms. Grace was in favor of the direction of the new design. She questioned the columns on the front entrance and suggested adding more details in the Bermuda style.

Ms. Shiverick suggested adding shutters on the other facades to provide continuity with the front façade. Ms. Shiverick questioned the entablature design on the south and north façades. Mr. Ménard responded. Ms. Shiverick suggested adding a texture to the stucco. Mr. Ménard agreed. Ms. Shiverick questioned the dormers on the south wing. Mr. Ménard responded. Ms. Shiverick asked about the material for the proposed gates. Mr. Williams agreed to change the gate to a wood material.

Ms. Catlin agreed with many of the previous comments from the other Commissioners. She questioned the placement of the house on the lot. She recommended reducing mass in the middle of the house. Ms. Catlin provided her thoughts on the comments made by Mr. Lynch. Mr. Lynch responded.

Mr. Castro asked about the proposed gate design. Mr. Williams stated he would move the gates onto the property more than 18 feet and would change the design so that the open to the east.

Greg Kino, attorney for Mr. and Mrs. Goodman at 911 N Ocean Blvd., provided calculations of the surrounding homes and compared them to the proposed home. He introduced Eric Varvel who created 3D pictures at the request of Mr. Kino and Ms. Goodman. Mr. Varvel presented the 3D pictures and described the site conditions in each photograph. Mr. Varvel answered questions from the Commissioners.

Tony Williams, 365 Hibiscus Ave., provided his support of the project.

Susan Watts, 44 Cocoanut Row, provided her objections to the project.

Robin Weeks, 210 Jamaica Lane, provided her objections to the project.

Kathy Bleznak, 960 N. Ocean Blvd., provided her objections to the project.

Joanie Goodman, 911 N. Ocean Blvd., provided her objections to the project.

Mr. Lynch provided rebuttal to Messrs. Kino and Varvel's comments and exhibits. He further advocated approval of the proposed home.

Mr. Corey was in favor of the home's position on the site. Mr. Corey questioned the proposed inoperable chimney. He asked about the proposed landscaping that would be installed next to the Goodman's pool. Mr. Williams responded. A short discussion ensued about the proposed landscaping. Mr. Corey was in favor of the fenestration reduction on the east façade.

Mr. Ives expressed concern for the design of the northwest corner of the home, awning on the east façade, the entablature, and the lack of shutters. Mr. Ives suggested adding more details of the Bermuda style to add to the casual feel of the home. He thought the home was moving in the right direction.

Ms. Grace suggested pulling the home in on the sides and possibly adding an outbuilding to help reduce the mass.

Mr. Small questioned whether the home is in harmony with the neighborhood. Mr. Lynch responded to Mr. Small's comments.

Messrs. Lindgren and Castro spoke about the Town's role in deed restrictions regarding landscaping. Mr. Randolph added his comments relative to deed restrictions.

Mr. Ménard stated that the owners want to protect their view as well.

Motion made by Mr. Zukov and seconded by Mr. Garrison to approve the project as presented with the caveats that shutters are added to the east and west facades, a landscaping lighting plan is presented, texture is added to the stucco and that the gate is moved in toward the property and changed so that it will swing into the property. Motion failed 2-5 with Mses. Shiverick and Grace and Messrs. Small, Ives and Corey opposed.

Motion made by Mr. Corey and seconded by Mr. Ives to defer the project for one month to the July 25, 2018 meeting to allow the architect to incorporate the comments from the Commissioners into the design. Motion carried with all in favor.

Please note: A short break was taken at 11:13 a.m. The meeting resumed at 11:30 a.m.

B-034-2018 New Construction

*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO
VARIANCE(S)* - Done 4/25/18

Address: 901 N. Ocean Blvd.

Professional: PBB Island Properties, LLC

Architect: Roger Janssen/Dailey Janssen Architects

Project Description: Construction of a two-story residence, hardscape, landscape and pool.

A motion carried at the March meeting to defer the project for one month to the April 25, 2018 meeting for restudy based on the comments from the Commissioners. A motion carried at the April meeting that implementation of the proposed variance will not cause negative architectural impact to the subject property. A second motion carried to defer the project to the May 23, 2018 meeting for a restudy of the main house and guesthouse. A motion carried at the May meeting to defer the project to the June 27, 2018 meeting for restudy based on comments from the Commission.

Please note: This item was deferred to the July 25, 2018 meeting with the Item V. Approval of the Agenda.

B-045-2018 New Construction

*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL
EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)*

Address: 916 S. Ocean Blvd.

Applicant: 916 South Ocean Boulevard, LLC

Professional: Roger Janssen/Dailey Janssen Architects

Project Description: Construction of a new two-story residence, pool cabana, beach cabana, pool and spa, landscape and hardscape.

SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE INFORMATION: 1. 134-227 and 134-1474. Request for site plan approval and special exception to permit construction of a new 500 square foot beach cabana on the portion of the property lying east of S. Ocean Blvd. 2. 134-843(a)(7) and 134-843(a)(10). Request for a zero datum (point of measurement) for the construction of the proposed two story house of 21.5 feet National Geodetic Vertical Datum ("NGVD") in lieu of 17.4 feet NGVD allowed by Code. A building height plane variance and building height variance is requested in order to permit this new zero datum.

A motion carried at the April meeting to defer the project for one month to the May 23, 2018 meeting. A motion carried at the May meeting to defer the project to the June 27, 2018 meeting for restudy based on comments from the Commission.

Call for disclosure of ex parte communication: Disclosure of several members.

Patrick Mayfield, Dailey Janssen Architects, presented the modified architectural plans currently proposed for the new residence. Mr. Mayfield proposed alternatives for the stucco and bay windows on the overhead projector.

Matt Jackman, Nievera Williams Design, presented the modifications to the landscape and hardscape design.

Mr. Corey thought the garage element could be lowered. He questioned whether the design added to the streetscape.

Ms. Shiverick agreed with Mr. Corey but thought the design could work if the bay windows were changed to the arched windows.

Mr. Garrison asked about the gate design on the road. Mr. Jackman responded and stated he would look at moving it back onto the property. Mr. Garrison asked if the height in the garage could be reduced. Mr. Mayfield responded.

Ms. Grace asked about the proposed stucco texture. Mr. Janssen responded. Ms. Grace asked about the arched window surrounds. Mr. Janssen responded.

Mr. Garrison asked about the proposed lanterns. Mr. Janssen responded.

Mr. Small was in favor of the arched windows, the stucco finish and the gates to be moved back onto the property.

Motion made by Mr. Garrison and seconded by Ms. Shiverick to approve the project as presented with the caveat that the arched windows are used in place of the bay windows (option C), the exterior has a textured stucco finish and the gates are moved back 22 feet onto the property. Motion carried 4-3 with Messrs. Ives, Corey and Ms. Grace opposed.

A second motion made by Mr. Ives and seconded by Mr. Garrison that implementation of the proposed special exception, site plan review and

variance will not cause negative architectural impact to the subject property. Motion carried 6-1 with Mr. Corey opposed.

B-047-2018 Landscape/Hardscape

Address: 535 N. County Rd.

Applicant: 535 North County Road LLC

Professional: Steve West/Parker Yannette Design Group

Project Description: Proposed hardscape and landscape plans to accompany previously approved home. Plans include a new driveway, two swimming pools, two fountain features and associated hardscape and landscape.

A motion carried at the May meeting to approve the project with conditions and a request for the architect to return to the June 27, 2018 with a landscape lighting plan.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. West presented the landscape lighting plan for the new residence.

Ms. Grace asked about the proposed up lights and area lights. Mr. West responded.

Motion made by Mr. Garrison and seconded by Mr. Ives to approve the project as presented. Motion carried with all in favor.

B-049-2018 New Construction

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S) - Done 5/23/18

Address: 1558 N. Ocean Way

Applicant: The 1558 North Ocean Way Realty Trust

Professional: Adam Mills/Adam Mills Design

Project Description: ***Please note this description has changed.*** New water feature, new spa and hardscape with minor landscape modifications including the relocation of 5 palms and new understory plantings. ***The previously proposed guest house has now been removed.***

A motion carried at the May meeting that implementation of the proposed variances for the rear yard setback and building height plane will cause negative architectural impact to the subject property; and implementation of the proposed variance for the existing home will not cause negative architectural impact to the subject property. A second motion carried to defer the project to the June 27, 2018 meeting with a caveat to return to the Commission with cross sections of the homes as well as a landscape lighting plan.

Call for disclosure of ex parte communication: Disclosure of several members.

The architect was not present at this time. The Commission deferred this project to allow time for the architect to arrive.

B-051-2018 Demolition/New Construction

****This project has to be approved in its entirety before it can be heard at by the Town Council to address the Site Plan Review application****

Address: 232 Bahama Ln.

Applicant: 232 Bahama Lane, LLC

Professional: Patrick Segraves/SKA Architect + Planner

Project Description: Demolition of existing one story house. New construction of two-story Island style home to be approximately 4,300 square feet. Final landscaping and hardscaping to be provided.

SITE PLAN REVIEW INFORMATION: Site Plan Review to allow the construction of a 4,300 square foot, two-story, single family house on a non-conforming platted lot which is 90 feet in depth in lieu of the 100 foot depth required in the R-B Zoning District.

A motion carried at the May meeting to approve the demolition as requested. A second motion carried to defer the project to the June 27, 2018 meeting based upon the comments made by the Commission.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Segraves presented the modified architectural plans currently proposed for the new residence.

Tim Johnson, Fernando Wong Outdoor Living Design, presented the modified landscape and hardscape plans as well as the landscape lighting plan for the new residence.

Ms. Grace was in favor of most of the changes. She preferred a wider balcony on the front façade.

Mr. Corey agreed with Ms. Grace regarding the wider balcony. He was in favor of the design. He asked about the proposed material for the walkways. Mr. Johnson responded. Mr. Corey asked about the lack of landscaping proposed for the side façades. Mr. Johnson responded. A short discussion ensued.

Mr. Floersheimer asked about the landscaping next to the Palm Beach Country Club. Mr. Segraves responded.

Ms. Shiverick was in favor of the design. She suggested painting the top of the roof of the bays a dark gray. Mr. Segraves suggested using a lead coated copper. Ms. Shiverick suggested using square mullions rather than the diamond patterned mullions on the sidelights around the front door. Ms. Shiverick asked about the gate design. Mr. Segraves responded. Ms. Shiverick suggested adding a low wall in the front of the home to add charm.

A short discussion ensued about a possible motion.

Ms. Grace thought a hedge, rather than a wall, would be more in keeping with the area.

Mr. Ives expressed concern that homes in the area are becoming excessively similar.

Motion made by Mr. Corey and seconded by Ms. Shiverick to approve the architecture as presented with the caveat to use lead coated copper on the bays, to use square mullions on the sidelights and to widen the balcony on the front façade while deferring the landscaping to the July 25, 2018 meeting to consider adding a low wall on the front façade and the addition of more landscaping on the side facades. Motion carried 6-1 with Mr. Ives opposed.

Please note: A lunch break was taken at 12:20 p.m. The meeting resumed at 1:30 p.m.

B-049-2018 New Construction

*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO
VARIANCE(S)* - Done 5/23/18

Address: 1558 N. Ocean Way

Applicant: The 1558 North Ocean Way Realty Trust

Professional: Adam Mills/Adam Mills Design

Project Description: ***Please note this description has changed.*** New water feature, new spa and hardscape with minor landscape modifications including the relocation of 5 palms and new understory plantings. ***The previously proposed guest house has now been removed.***

A motion carried at the May meeting that implementation of the proposed variances for the rear yard setback and building height plane will cause negative architectural impact to the subject property; and implementation of the proposed variance for the existing home will not cause negative architectural impact to the subject property. A second motion carried to defer the project to the June 27, 2018 meeting with a caveat to return to the Commission with cross sections of the homes as well as a landscape lighting plan.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Mills presented the modified landscape and hardscape plans for the residence.

Ms. Catlin questioned the location of some of the water features. Mr. Mills responded.

Mr. Corey asked about the possibility of the addition of shade trees. Mr. Mills responded.

Motion made by Mr. Corey and seconded by Mr. Garrison to approve the plans as presented. Motion carried unanimously.

Please note: Ms. Grace returned at 1:39 p.m. Ms. Catlin voted in the absence of Ms. Grace for this project only.

B-052-2018 Demolition/New Construction

*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO

VARIANCE(S)* - Done 5/23/18

Address: 1030 S. Ocean Blvd.

Applicant: Nedim Soylemez/Contract Purchaser

Professional: Harold Smith/Smith and Moore Architects, Inc.

Project Description: Demolition of an existing single family residence with pool.

Construction of a new 2-story single family residence with basement and pool.

Final hardscape and landscape.

A motion carried at the May meeting to approve the demolition as requested. A second motion carried that implementation of the proposed variances will not cause negative architectural impact on the subject property. A third motion carried to defer the project to the June 27, 2018 meeting for a restudy based on the feedback from the Commission.

Call for disclosure of ex parte communication: Disclosure of several members.

Taylor Smith, Smith and Moore Architects, Inc., presented the modified architectural plans currently proposed for the new residence.

John Lang, Lang Design Group, presented the modified landscape and hardscape plans for the new residence.

Mr. Corey stated he was generally in favor of the house design but questioned the mass of the home. Mr. Corey also questioned the amount of hardscape proposed as well as the fenestration on the east façade. Mr. T. Smith responded.

Ms. Shiverick was in favor of the home. She asked about the color of the proposed glass. Mr. T. Smith responded. Ms. Shiverick asked about the proposed stone materials. Mr. T. Smith responded and showed the Commission some material samples. Mr. Shiverick asked a proposed tree specimen. Mr. Lang responded.

Ms. Grace was in favor of the home but agreed with Mr. Corey's assessment of the east façade's fenestration. She asked about the proposed ceiling heights. Mr. T. Smith responded.

Mr. Garrison was in favor of the home design. Ms. Catlin agreed.

Motion made by Ms. Shiverick and seconded by Mr. Zukov to approve the project as presented. Motion carried 5-2 with Mr. Corey and Ms. Grace opposed.

C. MAJOR PROJECTS – NEW BUSINESS

B-053-2018 Modifications

Address: 211 Worth Ave. (part of 205 Worth Ave. building)

Applicant: LenDan, Incorporation

Professional: Jerome Baumoehl/Jerome Baumoehl Architect

Project Description: To replace original storefront with new impact storefront with polished stainless steel finish and new awning fabric.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Baumoehl presented the proposed architectural modifications for the commercial space.

Ms. Catlin suggested using black as opposed to the polished stainless steel on the storefront.

Mr. Ives expressed concern about the proposed awning. Mr. Baumoehl responded and provided a sample of the awning fabric.

Ms. Grace was not in favor of the stainless steel finish proposed.

Mr. Zukov expressed concern about the proposed color of the awning. Mr. Small agreed.

Mr. Corey was in favor of the new awning color. Mr. Corey questioned the stainless steel finish on the storefront. Mr. Corey asked about the existing lighting strip. Mr. Baumoehl responded.

Motion made by Mr. Corey and seconded by Mr. Ives to defer the project for one month to the July 25, 2018 meeting for a restudy. Motion carried unanimously.

B-056-2018 Demolition/Modifications

Address: 249 Monterey Rd.

Applicant: Alex Hufty Griswold

Professional: MHK Architecture & Planning

Project Description: Partial demolition and related changes to east as a result of lot split.

Call for disclosure of ex parte communication: Disclosure of several members.

Maura Ziska, attorney for the owner, informed the Commission of the proposed lot split for the lots and reviewed the Town Council's discussion about the project.

Caroline Forrest, MHK Architecture & Planning, presented the proposed demolition and architectural modifications to the existing residence.

Mr. Ives asked about the history of the additions to the main home. Ms. Forrest responded. Mr. Ives was in favor of restoring the original Fatio home.

Ms. Grace was in favor of restoring the original Fatio home.

Mr. Floersheimer asked about the proposed demolition. Ms. Forrest responded.

Motion made by Mr. Ives and seconded by Mr. Zukov to approve the plans and demolition plans as presented with the caveats to remove all exotic and invasive plant species and to sod and irrigate the property within 30 days. Motion carried unanimously.

B-057-2018 Demolition/New Construction

Address: 251 Dunbar Rd.

Applicant: 251 Dunbar, LLC

Professional: Pat Segraves/SKA Architect + Planner

Project Description: Demolition of existing one story house. New construction of two story classical style home to be approximately 6,000 sq. ft. Final landscape and hardscape to be included.

****Please note – the professional will be presenting the demolition only. The architectural plans for the new construction will be presented in July.***

Call for disclosure of ex parte communication: Disclosure of several members.

Daniel Clavijo, SKA Architect + Planner, presented the proposed demolition for the existing residence, hardscape and landscape.

Mr. Corey asked about the removal of the Coconut Palms. Mr. West responded.

Ms. Catlin asked if the property would be maintained until the construction commences. Mr. Clavijo responded. Ms. Catlin asked about the maintenance of the home until the construction commences and expressed her concern. Mr. Lindgren told Ms. Catlin to call Code Enforcement should she see any maintenance deterioration.

Motion made by Mr. Corey and seconded by Mr. Ives to approve the plans as presented with the caveats to remove all exotic and invasive plant species and to sod and irrigate the property within 30 days. Motion carried unanimously.

A second motion made by Mr. Corey and seconded by Mr. Ives to defer the new construction portion of the project to the July 25, 2018 meeting. Motion carried unanimously.

B-058-2018 Modifications

Address: 243 Worth Ave.

Applicant: 237-243 Worth Avenue L.P.

Professional: Jerome Baumoehl/Jerome Baumoehl Architect

Project Description: Rework building façade to accommodate the transition from single tenant to two tenant store incorporating original architectural detailing.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Baumoehl presented the proposed architectural modifications for the commercial space.

Motion made by Mr. Garrison and seconded by Mr. Ives to approve the plans as presented. Motion carried unanimously.

B-059-2018 Modifications

Address: 3100 S. Ocean Blvd.

Applicant: Palm Beach Hampton Condominium Association

Professional: Jerome Baumoehl/Jerome Baumoehl Architect

Project Description: Renovation to existing Guardhouse incorporating new roof design, waterfall feature, rework/update perimeter site lighting fixtures and square two existing columns at porte cochère to match existing including landscaping.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Baumoehl presented the proposed architectural modifications for the guardhouse.

Don Skowron, Landscape Architect, presented the landscape and hardscape plans for the site.

Mr. Ives thought that although some of the items were dated, it added to the character of the building.

Mr. Corey agreed with Mr. Ives. He questioned the lights on the columns and thought the landscaping was underwhelming. Mr. Baumoehl responded.

Ms. Catlin thought the change was in line with the changes of the windows that occurred several months ago.

Mr. Garrison questioned the proposed lights on the columns.

Motion made by Mr. Corey and seconded by Mr. Ives to defer the project for one month to the July 25, 2018 meeting for restudy. Motion carried unanimously.

B-060-2018 New Construction

Address: 211 Ocean Terrace

Applicant: 1963 Trust 211 Ocean Terrace LLC

Professional: Harold Smith/Smith and Moore Architects, Inc.

Project Description: Construction of a two-story single family residence. Final hardscape and landscape.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Smith presented the architectural plans for the new residence. Mr. Smith stated that the proposed home would serve as a guesthouse and additional garage for 201 Ocean Terrace. He presented alternate designs on the overhead projector.

Mr. Small expressed concern for the proposed four-car garage on the single-family residence. Mr. Smith responded. Mr. Small stated he would view it differently if it were subservient to 201 Ocean Terrace with a unity of title.

Ms. Grace expressed concern about the proposal, especially since it lacked a connection between the two buildings.

Mr. Garrison stated he could not support the proposal of a proposed apartment with the four-car garage on a single-family lot.

Ms. Shiverick agreed with the other Commissioners and questioned the overhangs and the amount of proposed landscape.

Ms. Catlin questioned the appropriateness of the proposed home.

Mr. Corey agreed with the rest of the Commission. Mr. Corey made several recommendations should the owner want to pursue a unity of title for the properties.

Mr. Ives thought this proposal could work with some changes.

Motion made by Mr. Corey and seconded by Mr. Garrison to defer the project for one month to the July 25, 2018 meeting for restudy. Motion carried unanimously.

B-061-2018 New Construction

Address: 261 Nightingale Trail

Applicant: Jeffrey A. Cole Trust

Professional: Ralph Cantin/Ralph Cantin Architect, Inc.

Project Description: New one story home, landscape and hardscape.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Cantin presented the architectural plans for the new residence.

Mr. Ives questioned the reference to the Regency style. Mr. Ives recommended either using a variety of materials or to restudy the spatial relationship in the design.

Ms. Grace asked about the proposed ceiling heights. Mr. Cantin responded. Ms. Grace suggested making the design warmer so that it fit into the neighborhood.

Ms. Catlin thought the house was well sited but added that the design lacked character.

Mr. Garrison questioned the color proposed for the home. He suggesting changing the materials and color for the proposed home.

Mr. Corey was not in support of the home. He thought it felt too cold and commercial. Mr. Corey thought the skin of the home needed to be restudied.

Ms. Shiverick questioned the color choices as well as whether this home was excessively dissimilar to the other homes on the street. She was in favor of the landscaping proposed with the proposed design.

Jeffrey Cole, owner, stated his current home in the neighborhood and is the same style as the proposed home. He discussed his intent with the proposed home.

Mr. Cantin asked the Commission if they would rather see the design more contemporary or more traditional. Mr. Small stated that the Commission cannot design the proposed home.

Motion made by Mr. Corey and seconded by Mr. Ives to defer the project for one month to the July 25, 2018 for a restudy. Motion carried unanimously.

B-062-2018 Demolition/New Construction

Address: 276 Jamaica Lane

Applicant: Mr. & Mrs. Eugene Cavanaugh

Professional: Steven Bruh Architect

Project Description: Demolition of existing one & two story residence, separate garage, pool & patio. Construction of new one & two story residence, pool, patio & new motor court with existing and new landscaping.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Bruh introduced his associate, Harry Gilbert, who would be presenting the demolition plans.

Mr. Gilbert presented the demolition report for the existing residence.

Motion made by Mr. Zukov and seconded by Ms. Grace to approve the demolition plans as presented with the caveats to remove all exotic and invasive plant species and to sod and irrigate the property within 30 days. Motion carried 6-1 with Mr. Ives opposed.

Mr. Gilbert presented the architectural plans for the proposed new residence.

Ms. Grace asked about the proposed materials. Mr. Gilbert provided samples of the materials. Ms. Grace asked about the proposed ceiling heights. Mr. Gilbert responded.

Ms. Shiverick thought the style was charming. She was in favor of the different material choices but suggested using a more subtle color for the home. Mr. Gilbert responded.

Ms. Catlin questioned the color choices and provided a suggestion for the ceiling heights. She requested details for the window as well as other elements of the home. She stated she was not in favor of the lighting choices or the point above the front door.

Mr. Corey was in favor of the design. Mr. Corey provided a suggestion for the overhang on the second floor balcony as well as a possible elevator location.

Mr. Zukov questioned some of the details and stated the east and west elevations did not relate.

Mr. Ives agreed with Ms. Shiverick's comments. He thought the design needed some restudy but thought this house would work in the area.

Mr. Garrison questioned the roof plan missing for the roof over the den next to the second floor balcony. Mr. Gilbert agreed.

Mr. Gilbert presented the proposed landscape and hardscape design for the new residence.

Ms. Catlin thought more height needed to be added to landscaping. Mr. Corey agreed.

Motion made by Mr. Corey and seconded by Mr. Ives to defer the project for one month to the July 25, 2018 meeting. Motion carried unanimously.

Please note: A short break was taken at 3:33 p.m. The meeting resumed at 3:45 p.m.

B-063-2018 Demolition/New Construction

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)

Address: 1178 N. Ocean Blvd.

Applicant: 1178 Ocean LLC

Professional: Marvin Herman/Marvin Herman & Associates

Project Description: Demolition and reconstruction of existing one-story Beach Cabana, on existing footprint. New spa, final landscape and hardscape.

SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE INFORMATION: The Applicant seeks to reconstruct an existing beach house east of Ocean Boulevard adjacent to the east of property owned by the Applicant on the existing footprint in the existing location. Due to changes in the zoning code since the beach house was originally built, the variances indicated below are required, since greater than 50% of the existing structure, determined by cubic footage, is being demolished (per Code Section 134-417). To permit construction of a beach house with a square footage of 519 square feet, existing and proposed, in lieu of 350 square feet allowed by Special Exception. To permit the construction of a beach house with a depth dimension of 24' 8-1/2", existing and proposed, in lieu of 20' maximum dimension allowed by Special Exception. To permit the construction of a beach house with a width dimension of 21', existing and proposed, in lieu of 20' maximum dimension allowed by Special Exception. To permit the construction of a beach house with a setback of 5'-3-1/2", existing and proposed, in lieu of a minimum setback of 10' permitted by code. To permit a maximum hedge height/wall height existing and proposed to remain at +/- 6'-0"; in lieu of 4'-0" permitted by code. To permit a minimum ocean vista, existing and proposed, 0% of lot width, in lieu of 50% of lot width permitted by code.

Call for disclosure of ex parte communication: Disclosure of several members.

Peter Papadopoulos, Smith and Moore Architects, introduced the design team for the project.

Frank Lynch, attorney for the owner, explained the proposed zoning requests and advocated for a positive recommendation to the Town Council.

Motion made by Mr. Ives and seconded by Ms. Shiverick to approve the demolition for the proposed beach cabana with the caveats to remove all exotic and invasive plant species and to sod and irrigate the property within 30 days. Motion carried unanimously.

Mr. Garrison asked if the footprint of the beach cabana would change from the previous beach cabana. Mr. Lynch stated it would be on the same foundation.

Mr. Herman presented the architectural plans for the proposed beach cabana.

Claudia Visconti, SMI Landscaping, presented the proposed landscape and hardscape for the beach cabana.

Mr. Ives thought the proposed was an improvement and supported the request.

Ms. Grace questioned the amount of hardscape proposed and asked if the landscape could be reduced to allow the vista to be more open. Mr. Herman responded.

Mr. Corey asked about the proposed building height. Mr. Papadopoulos responded. Mr. Corey questioned the amount of hardscape and recommended adding Coconut Palms in the space.

Ms. Shiverick questioned the amount of hardscape proposed and recommended adding some shade and creativity to the landscaping. Mr. Herman responded.

Mr. Small stated he agreed with Ms. Shiverick's assessment of the space.

Motion made by Mr. Corey and seconded by Ms. Shiverick to defer the project for one month to the July 25, 2018 meeting.

A discussion ensued about a possible alternate motion.

Ms. Shiverick asked about a proposed lighting plan. Ms. Visconti responded.

Motion carried 6-1 with Mr. Ives opposed.

B-065-2018 Demolition/New Construction

Address: 150 Worth Ave., #115A

Applicant: Hublot S.A.

Professional: David Montalba

Project Description: Interior tenant improvement to existing tenant's space. 467 GSF retail within the Esplanade, open to Worth Avenue. Scope includes millwork and furniture, finishes, electrical outlets and lighting fixtures, rework of HVAC and finishes and signage in storefront.

Call for disclosure of ex parte communication: Disclosure of several members.

Nathanial King, Montalba Architects, presented the proposed architectural modifications for the commercial space.

Mr. Garrison asked about the material proposed for the storefront. Mr. King responded.

Motion made by Mr. Garrison and seconded by Mr. Ives to approve the plans as presented. Motion carried unanimously.

D. MINOR PROJECTS – OLD BUSINESS

A-012-2018 Modifications

Address: 500 Island Dr.

Applicant: Boldan Nowak

Professional: Steven Knight/Alexis Knight Architects, Inc.

Project Description: Replacement of existing lights in the driveway entry pier (4 locations).

A motion carried at the April meeting to defer the project for one month to the May 23, 2018 meeting. A motion carried at the May meeting to defer the project to the June 27, 2018 meeting.

Please note: This item was deferred to the July 25, 2018 meeting with the Item V. Approval of the Agenda.

E. MINOR PROJECTS – NEW BUSINESS

A-018-2018 Modifications

Address: 1632 S. Ocean Blvd.

Applicant: Maurice Pinsonnault Management, Inc.

Professional: Carlos A. Bonilla

Project Description: Requesting changes to the previously approved ARCOM plans: removal of shutters from windows, new garage door trim layout, removal of urns from parapet wall, new louvered gates and change design of main entry door. Additionally some other changes on the site plan and the landscape hardscape plan, mainly on the motor court layout.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Bonilla presented the architectural modifications for the residence.

Keith Williams, Nievera Williams Design, presented the modifications to the landscape and hardscape.

Mr. Ives was not in favor of the changes.

Mr. Zukov asked about the proposed changes to the doors and windows. Mr. Bonilla responded.

Mr. Garrison asked about the previous approval. Mr. Bonilla responded. A short discussion ensued about the existing home and the previously approved items.

Ms. Catlin asked if any of the proposed changes had been implemented. Mr. Bonilla responded.

Ms. Grace preferred the previously proposed garage doors and was in favor of keeping the shutters.

Mr. Corey was in favor of all of the changes. Ms. Shiverick agreed.

Motion made by Mr. Corey and seconded by Mr. Zukov to approve the plans as presented. Motion carried 5-2 with Mr. Garrison and Ms. Grace opposed.

A-019-2018 Modifications

Address: 208 Sandpiper Dr.

Applicant: 208 Sandpiper LLC

Professional: Andres Paradelo/Paradelo Burgess Design Studio, LLC

Project Description: Revisions to the previously approved hardscape/landscape plans, addition of decorative driveway columns, a decorative gate in the front yard/along Sandpiper Drive and a generator wall enclosure/gates.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Paradelo presented the proposed modifications to the landscape and hardscape.

Ms. Shiverick questioned the Chippendale style gate. She asked about the proposed painted driveway columns. Mr. Paradelo responded.

Mr. Zukov asked if there were driveway gates proposed. Mr. Paradelo responded.

Mr. Corey questioned if the Commission needed more information to make their decision. Mr. Paradelo responded.

Motion made by Mr. Corey and seconded by Ms. Shiverick to defer the project for one month to the July 25, 2018 meeting to allow the architect to bring more information to the Commission. Motion carried unanimously.

A-020-2018 Modifications

Address: 1226 N. Lake Way

Applicant: Alan Marantz

Professional: Andres Paradelo/Paradelo Burgess Design Studio, LLC

Project Description: Improvements to the existing hardscape & landscape on the south side of the property, around the pool, generator wall enclosure and site wall/gate along the lake trail side of the property.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Paradelo presented the proposed modifications to the landscape and hardscape.

Mr. Garrison asked about the proposed fountain design. Mr. Paradelo responded.

Motion made by Mr. Ives and seconded by Mr. Garrison to approve the project as presented. Motion carried 6-1 with Mr. Zukov opposed.

A-022-2018 Additions/Modifications

Address: 151 Chilean Ave.

Applicant: David & Pamela Reyes

Professional: Ralph Cantin Architect, Inc.

Project Description: Construction of new black metal and wood pergola on second floor balcony facing east (side yard).

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Cantin presented a request for the proposed pergola.

Motion made by Mr. Ives and seconded by Mr. Zukov to approve the project as presented. Motion carried 6-1 with Mr. Corey opposed.

A-025-2018 Modifications

Address: 212 Coral Lane

Applicant: Linda Saville

Professional: Keith Williams/Nievera Williams Design

Project Description: Modification to landscape perimeter material due to lack of local availability and overall cost.

Call for disclosure of ex parte communication: Disclosure of several members.

Mr. Williams presented the proposed modifications to the landscape and hardscape.

Ms. Shiverick preferred the previously proposed walkway. She also asked about the proposed hedge material. Mr. Williams responded.

Mr. Floersheimer asked Mr. Williams to clarify what approvals he was seeking. Messrs. Williams and Lindgren responded.

Mr. Corey was in favor of the hardscape changes and the hedge material however, he questioned the verticality in the landscape that had been removed. Mr. Williams responded. Mr. Garrison and Ms. Catlin agreed with Mr. Corey that more landscaping needed to be added on the south elevation.

Mr. Ives agreed with Ms. Shiverick's comments. Mr. Williams responded.

Motion made by Mr. Corey and seconded by Mr. Ives to approve the hardscape and the landscape to be staff approved with the consultation of Mr. Corey. Motion carried unanimously.

IX. **OTHER BUSINESS**

None

X. **ADDITION COMMUNICATION FROM CITIZENS (3 MINUTE LIMIT PLEASE)**

There were no comments heard at this time.

XI. **COMMENTS OF THE ARCHITECTURAL COMMISSION AND DIRECTOR OF PLANNING, ZONING AND BUILDING DEPARTMENT**

Mr. Lindgren stated that the month of July would have a very heavy project load and added that staff had reserved the Council Chambers the following day in event it is needed.

XII. **ADJOURNMENT**

Motion made by Mr. Ives and seconded by Mr. Corey to adjourn the meeting at 4:58 p.m. Motion carried with all in favor.

The next meeting will be held on Wednesday, July 25, 2018 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S County Rd.

Respectfully Submitted,

Michael B. Small, Vice Chair
ARCHITECTURAL COMMISSION

kmc

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 088-2018 A Resolution of the Town Council of The Town Of Palm Beach, Palm Beach County, Florida, Approving the Selection Committee Recommendation for RFP 2018-25 Employee Service Award Program to the Top Ranked Firm; Eagle Recognition; Authorizing the Town Manager to Execute A Contract On Behalf of The Town With Eagle Recognition; Approving A Contract In An Initial Amount Not to Exceed \$50,000 Supported By Donated Funds to Provide Employee Service Award Programs, and Authorizing The Town Manager to Approve Future Amounts As Long As They Are Entirely Paid for by Donated Funds.

Presenter

Danielle Olson, Director of Human Resources

ATTACHMENTS:

- ▣ **Memorandum Dated July 10, 2018, from Danielle Olson, Director of Human Resources**
- ▣ **Resolution No. 088-2018**
- ▣ **Final Ranking Selection**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Danielle Olson, Director of Human Resources

Re: Employee Service Award Program Vendor Selection
Resolution No. 088-2018

Date: June 18, 2018

STAFF RECOMMENDATION

Staff recommends the Town Council approve Resolution No. 088-2018 authorizing the Town Manager to enter into a contract with Eagle Recognition, in an initial amount not exceed \$50,000 and to approve future amounts as long as they are entirely paid for by donated funds.

GENERAL INFORMATION

The Town provides employees with milestone years of service and retirement recognition awards through donated funds. In order to ensure we are managing the donated funds in a fiscally responsible manner, Human Resources pursued a competitive bid process for the selection of an awards vendor.

RFP NO 2018-25, Employee Service Award Program was issued on February 18, 2018. We received responses from three (3) firms specializing in employee service award programs. The proposals were initially reviewed by the selection committee on April 24, 2018. On May 14, 2018, the firms were ranked and the top two firms made a presentation, answering questions about their experience, products, and services. After giving full consideration to the written proposals and presentations provided by each company, the selection committee ranked the proposers and recommended Eagle Recognition as the vendor. A copy of the final ranking memorandum indicating their recommendation is enclosed.

FUNDING/FISCAL IMPACT

All costs associated with this program are paid for by donated funds. There is no fiscal impact to the Town.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager

RESOLUTION NO. 088-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SELECTION COMMITTEE RECOMMENDATION FOR RFP 2018-25 EMPLOYEE SERVICE AWARD PROGRAM TO THE TOP RANKED FIRM; EAGLE RECOGNITION; AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT ON BEHALF OF THE TOWN WITH EAGLE RECOGNITION; APPROVING A CONTRACT IN AN INITIAL AMOUNT NOT TO EXCEED \$50,000 SUPPORTED BY DONATED FUNDS TO PROVIDE EMPLOYEE SERVICE AWARD PROGRAMS, AND AUTHORIZING THE TOWN MANAGER TO APPROVE FUTURE AMOUNTS AS LONG AS THEY ARE ENTIRELY PAID FOR BY DONATED FUNDS.

WHEREAS, the Town issued RFP 2018-25 for Employee Service Award Program; and

WHEREAS, the Town received three (3) proposals to provide an Employee Service Award Program which were ranked by the Selection Committee.

WHEREAS, the proposal from Eagle Recognition best met the requirements for the Town Employee Service Award Program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town of Palm Beach employee service award program vendor contract is hereby awarded to Eagle Recognition for an initial amount not to exceed \$50,000 conditioned upon said contract being paid solely with donated funds.

Section 2. The Town Council hereby approves an FY19 budget for these employee service award programs of \$50,000 paid for by donated funds.

Section 3. The Town Manager, or his designee, is hereby authorized to execute a contract on behalf of the Town of Palm Beach for employee service award programs with Eagle Recognition.

Section 4. The Town Manager, or his designee, is hereby authorized to approve future amounts as long as they are entirely paid for by donated funds.

Section 5. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate this contract for employee service award programs.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of July 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk



TOWN OF PALM BEACH MEMORANDUM

DATE: May 14, 2018

TO: Danielle Olson, Director of Human Resources

FROM: Dean Mealy, Purchasing Manager 

SUBJECT: Final Ranking – RFP No. 2018-25 Employee Service Award Program

The Town received proposals from three (3) respondents with one of these being non-responsive. On April 24, 2018, the Selection Committee met to consider the submittals. All members of the committee listed below were present:

Selection Committee Members:

Danielle Olson – Human Resources Director
Mary McQuaig – Finance
Kendall Reyes – Police Department/Fire Rescue
Mike Roach – Public Works
John Lindgren – Planning, Zoning & Building
Dawn Helton – Recreation
Pat Gayle-Gordon – Town Clerk's Office

Advisors and Facilitators (Non-Voting):

Duke Basha – Assistant Purchasing Agent (Non-Voting)
Eugene M. Bitteker – Buyer (Non-Voting)
John Cmar – Purchasing Coordinator (Non-Voting)

The Committee agreed by consensus to shortlist two (2) firms – Eagle Recognition and MTM Recognition Corp. On May 14, 2018, the Selection Committee heard presentations and interviews with the shortlisted companies. All members of the Committee were present except Dean Mealy sat in for Duke Basha (non-voting). After thorough consideration of the two (2) companies, the Selection Committee arrived at a final ranking as follows:

1. Eagle Recognition
2. MTM Recognition Corp.

It is the recommendation of the Selection Committee to negotiate a contract with Eagle Recognition for the Employee Service Awards Program. If negotiations are unsuccessful, the Town will commence contract negotiations with the second-ranked firm.

Cc: File: RFP No. 2018-25
John Randolph, Town Attorney
Selection Committee Members

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 089-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract to the Gehring Group, Inc., in an Amount not to Exceed \$85,500 to Provide Health Insurance Broker Services, and Authorizing the Town Manager to Take Actions Necessary to Effectuate this Contract.

Presenter

Danielle Olson, Director of Human Resources

ATTACHMENTS:

- ▣ **Memorandum dated June 29, 2018, from Danielle Olson, Director of Human Resources**
- ▣ **Resolution No. 089-2018**
- ▣ **Service Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Danielle Olson, Director of Human Resources

Re: Employee Benefits Consulting Contract for Gehring Group
Resolution No. 089-2018

Date: June 29, 2018

STAFF RECOMMENDATION

Staff recommends the Town Council approve Resolution No. 089-2018 authorizing the Town Manager to enter into an agreement with the Gehring Group to provide Health Insurance Broker and Actuarial Services in an amount not to exceed \$85,500.

GENERAL INFORMATION

The Town's current health insurance broker is Willis Towers Watson (formerly Willis of Florida). They have been providing broker and actuarial services to the Town's Health Insurance Program for approximately five years.

Initially, the Town received great service from the Willis team. In December 2014, the Client Manager assigned to the Town's account left Willis and since that time the Town has experienced on-going unsatisfactory service. Therefore, the decision was made to conduct a Request for Proposal (RFP) for Broker and Actuarial services in order to determine if alternative options were available.

As presented during the June Town Council meeting, a selection committee met to consider four proposals. After thorough consideration, the selection committee arrived at a final ranking placing Gehring Group at the top of the list. Enclosed for your review is the service agreement between the Town and Gehring. The contract term begins October 1, 2018, and continues through September 30, 2021, with an option to extend/renew for two (2) additional one (1) year terms.

FUNDING/FISCAL IMPACT

Sufficient funds have been budgeted in the FY19 Self Insurance Health fund and in the OPEB trust to provide for the expenses proposed herein.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended. Purchasing and Human Resources negotiated updated pricing and terms with Gehring Group that reflected cost savings to the original proposal.

TOWN ATTORNEY REVIEW

The administrative service agreement has been reviewed by the Town Attorney and approved for legal form and sufficiency.

Attachments

cc: Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager

RESOLUTION NO. 089-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A CONTRACT TO THE GEHRING GROUP, INC., IN AN AMOUNT NOT TO EXCEED \$85,500 TO PROVIDE HEALTH INSURANCE BROKER SERVICES, AND AUTHORIZING THE TOWN MANAGER TO TAKE ACTIONS NECESSARY TO EFFECTUATE THIS CONTRACT.

* * * * *

WHEREAS, the Town issued RFP 2018-35 for Health Insurance Broker Services; and

WHEREAS, the Town received four proposals to provide health insurance broker services which were ranked by a Selection Committee; and

WHEREAS, the proposal from Gehring Group Inc., was recommended by the selection committee as best meeting the requirements of the Town; and

WHEREAS, The Town Council approved the Selection Committee recommendation of award for RFP 2018-35 health insurance broker services to The Gehring Group Inc., as outlined in the proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves the issuance of an agreement to The Gehring Group, Inc, for health insurance broker services.

Section 2. The Town Manager is hereby authorized to execute the agreement on behalf of the Town of Palm Beach for health insurance broker services.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate this agreement for health insurance broker services.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of July 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

**AGREEMENT TO PROVIDE AGENT OF RECORD SERVICES
RELATING TO EMPLOYEE BENEFITS**

THIS AGREEMENT (“Agreement”) is made this 10th day of July 2018, by and between the TOWN OF PALM BEACH, whose mailing address is 360 S. County Road, Palm Beach, FL 33480, hereinafter referred to as “TOWN”, and THE GEHRING GROUP, INC., with its principal place of business located at 4200 Northcorp Parkway, Suite 185, Palm Beach Gardens, FL 33410, hereinafter referred to as “GEHRING GROUP”.

RECITALS:

The TOWN is a municipal corporation existing under the laws of the State of Florida. The TOWN desires to obtain certain consulting services relating to its benefits program.

GEHRING GROUP is an active corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the TOWN under the terms and conditions set forth in this Agreement.

In consideration of the mutual premises set forth in this Agreement, it is agreed by and between TOWN and GEHRING GROUP as follows:

**SECTION ONE
NATURE OF WORK**

GEHRING GROUP will perform consulting and advisory services on behalf of the TOWN with respect to its benefits program, as more particularly described in the “SCOPE OF SERVICES” as set forth in **EXHIBIT “A”**, attached hereto and incorporated herein by reference.

**SECTION TWO
PLACE OF WORK**

GEHRING GROUP agrees, upon request, to come to the TOWN’s offices in Palm Beach, Florida, or such other places as reasonably designated by the TOWN, to meet with representatives of the TOWN, as necessary.

SECTION THREE TIME DEVOTED TO WORK

In the performance of services, the services and hours GEHRING GROUP is to work on any given day, will be entirely within GEHRING GROUP'S control and TOWN will rely upon GEHRING GROUP to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement.

SECTION FOUR COMPENSATION

GEHRING GROUP shall be compensated in the form of a fixed annual flat fee for ongoing servicing, marketing, placement and actuarial services as detailed in **EXHIBIT "B"** attached hereto and incorporated herein. Additional compensation in the form of commissions shall be paid to GEHRING GROUP by the ancillary benefits providers selected by the TOWN, as a percentage of the premium paid by the TOWN to the benefits provider as set forth in **EXHIBIT "B"**.

SECTION FIVE TERM

This agreement shall commence immediately upon execution by both the TOWN and GEHRING GROUP and shall be effective for a period of three (3) years, beginning October 1, 2018, and continuing through September 30, 2021, with an option to extend/renew for two (2) additional one (1) year terms upon written mutual consent of the TOWN and GEHRING GROUP, under the same terms and conditions.

SECTION SIX STATUS OF GEHRING GROUP

This Agreement calls for the performance of the services of GEHRING GROUP as an independent contractor, and GEHRING GROUP, an active Florida corporation, will not be considered an employee of the TOWN for any purpose. GEHRING GROUP will be in possession of Protected Health Information (PHI) and/or Personally Identifiable Information (PII) in its performance of this contract and accordingly will execute a Business Associate Agreement with the TOWN attached herein as **"EXHIBIT C"**.

SECTION SEVEN INDEMNIFICATION

GEHRING GROUP shall protect, defend, indemnify, and hold harmless, the TOWN, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, including all attorney's fees and court costs, including appeals, for which TOWN, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons or damage to property occurring by reason of any negligent acts or omissions or willful misconduct of GEHRING GROUP, its employees, or agents arising out of or connected with this Agreement or any breach of this Agreement by GEHRING GROUP. GEHRING GROUP shall not be required to indemnify TOWN or its agents, employees, or representatives when an occurrence results solely from the wrongful acts or omissions of TOWN, or its board members, agents, elected or appointed officials, employees, or representatives.

SECTION EIGHT TERMINATION

Notwithstanding Section Five, the TOWN may terminate this Agreement for any reason, with or without cause, by giving GEHRING GROUP 60 days' advance written notice of the TOWN's intent to terminate the Agreement.

SECTION NINE MISCELLANEOUS

1. As an independent contractor, GEHRING GROUP shall pay all expenses in connection with its consulting business and GEHRING GROUP will not incur any indebtedness on behalf of TOWN with this AGREEMENT.
2. In the event either party hereto shall file a lawsuit to enforce any of the terms hereof, the prevailing party shall be entitled to recover all costs, charges, and expenses of enforcement, including reasonable attorney's fees incurred in a trial of appellate proceeding.
3. This Agreement constitutes the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the TOWN and GEHRING GROUP.
4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Palm Beach County, Florida.
5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the

Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.

This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The GEHRING GROUP recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

SECTION TEN PUBLIC RECORDS

IF THE CONSULTANT/BROKER/AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT/BROKER/AGENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**Town Clerk's Office
360 South County Road
Palm Beach, FL 33480
(561) 838-5416
records@townofpalmbeach.com or
townclerk@townofpalmbeach.com**

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

TOWN OF PALM BEACH

ATTEST:

BY: _____

KIRK BLOUIN, TOWN MANAGER

BY: _____

THE GEHRING GROUP, INC.

BY: _____

KURT GEHRING, CEO

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED BY GEHRING GROUP

The following services will be provided to the TOWN in the provision of insurance broker and actuarial services:

- Meet with designated staff on-site and/or via conference call to validate scope of services, methodology, timeliness, desired outcomes, and other deliverables.
- Provide plan design analysis and actuary services for the following coverage that is currently provided as of January 1, 2018:

A. Medical Insurance

1. Florida Blue is the medical carrier (1/1 contract and plan year, 12/31/2019 contract expiration)
2. Stop Loss Coverage with Symetra Financial (10/1 contract and plan year, 9/30/2018 contract expiration)
3. RxBenefits (CVS/Caremark) is the prescription carrier (1/1 contract and plan year, 12/31/2017 contract expiration).
4. PartD Advisors is the contracted services providing management of Retiree Drug Subsidy Program.
5. Triple option plan to include HMO, POS and PPO plan

B. COBRA Administration

1. Continuum is the administrator (1/1/ contract and plan year; contracts renews automatically)

C. Dental Insurance

1. Humana is the dental carrier (1/1 contract and plan year, 12/31/2019 contract expiration)
2. Single option PPO indemnity plan

D. Basic and Supplemental Life Insurance

1. Ochs Inc./Securian is the insurance carrier (1/1 contract and plan year, 12/31/2018 contract expiration)
2. Basic life insurance provided by employer
3. Supplemental life insurance elected by employee

E. Long Term Disability Insurance

1. Prudential is the insurance carrier (1/1 contract and plan year, 12/31/2019 contract expiration)
2. Long Term Disability coverage provided by employer

F. Short Term Disability Insurance

1. Prudential is the insurance carrier (1/1 contract and plan year, 12/31/2019 contract expiration)
2. Optional coverage elected by employee; employee paid

G. Flexible Spending Accounts (FSA and DCA)

1. Continuum is the FSA/DCA administrator (1/1/ contract and plan year, 12/31/2020 contract expiration)
2. Optional coverage elected by employee

H. Vision Insurance

1. National Vision Administrators is insurance carrier (1/1 contract and plan year, 12/31/2022 contract expiration)
 2. Optional coverage elected by employee
- I. Family Medical Leave Administration
1. Prudential is the administrator (1/1 contract and plan year. 12/31/2018 contract expiration)
- Provide actuarial services, internally or via third party, for self-funded health and dental insurance plans annually, OPEB (Other Post-Employment Benefits) trust and long-term financial preparations, which include a 10 year forecast annually, in addition to annual required GASB and/or state reporting.
 - Attendance and representation as needed at public Town Council meetings and others deemed necessary to adequately represent management of employee benefit programs.
 - Develop, conduct, and/or summarize annual benefit surveys and comparative market reports on insurance plan benefits, design, contributions, funding, and premium structures compared to the Town's package.
 - Coordinate Open Enrollment meetings and materials as required with Town Staff.
 - Assist in resolving employee/retiree claim issues and expedite resolution of contractual/coverage and billing disputes.
 - Create and propose requests for bids and/or proposals for various insurance and/or health services, in addition to completing the necessary research to include requests for information to ascertain if rebidding insurance coverage and/or services would be fiscally prudent and in the best interest of all Town needs. This should be conducted at least 6 months in advance of the target change to allow ample time for the Town to review and take appropriate action if necessary.
 - Provide quarterly insurance coverage plan analysis to include employee and employer contribution versus plan cost analysis, positive and/or negative trends in all claims, and year-to-date projected to budgeted analysis.
 - Provide guidance on the annual budget projections, stop loss purchases and attachment points for any self-funded program.
 - Assist in the development and review of communication materials written by the Town's benefit administrator and other participating organizations for content, appearance, compliance and accuracy, and provide printing services for benefit communications including an annual employee benefits guide. Communication materials must be designed in a manner to proactively market and describe plan benefits and related information to employees and retirees.

- Assist with planning and implementation of employee benefits identified above. Review all plan documents for accuracy and compliance with appropriate laws and regulations. Negotiate renewal rates and plan provisions.
- Provide updates and pro-active action plans necessary to implement any and all legally required plan changes in a timely manner resulting from changes to Federal, State, and or local laws.
- Provide updates, information, and department staff training on any legal updates with respect to HIPPA, PHI, (Personal Health Information) and any other relative insurance plan related topics.
- Provide for the availability of at least two dedicated account representatives who are well versed in employee benefits to include plan and funding analysis.
- Assist with wellness initiatives and provide assistance in the coordination and development of employee wellness programs that target the high risk factors identified in the annual health screening executive summary report.
- Provide the Town with an online enrollment system (available 24/7) that will integrate with the Town's current HRIS system. The system must be HIPPA compliant, allow secure access to enrollers, track enrollee changes/elections, provide monthly reconciliation of expenses and/or actions, and have historical data and elections for year to year.

EXHIBIT “B” COMPENSATION

GEHRING GROUP will provide all services as requested and described in Exhibit "A" and will be paid as follows:

ANNUAL/ONGOING SERVICES	ANNUAL FEE* (Payable monthly or quarterly)
Annual employee benefits program servicing, marketing and placement.	\$72,000
Actuarial Services to include:	
• Annual 112.08 Filing of actuarial soundness with State of Florida	\$3,250
• Annual OPEB/GASB Reporting	\$10,250
BenTek® Online Enrollment and Administration System	\$0
The cost of providing BenTek to the Town will be paid through compensation from the ancillary coverage carriers. Accordingly, the Town will not be billed for the services of BenTek.	
TOTAL ANNUAL FEE PAID BY TOWN	\$85,500

**The annual fixed fees outlined above will be increased by 3% effective at the beginning of the third year of the contract.*

The following services remain available upon request and at the discretion of the Town:

OPTIONAL SERVICES	ANNUAL FEE
Actuarial Services for Retiree Drug Subsidy Program:	
• Attestation	\$3,500
• Application	\$1,000
• Reconciliation	\$750

**EXHIBIT “C”
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the “Agreement”) by and between Town of Palm Beach (“Client”), and The Gehring Group, Inc. (“Gehring Group”) is made and entered into effective October 1, 2018.

• **RECITALS**

WHEREAS, Client is a “covered entity” as those terms are defined in 45 C.F.R. § 160.103; and

WHEREAS, Gehring Group provides consulting services to Client; and

WHEREAS, as a result of such functions, Client has identified Gehring Group as a “business associate,” as defined in 45 C.F.R. § 160.103, of Client for purposes of the privacy and security requirements under the Health Insurance Portability and Accountability Act of 1996, (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) and the regulations issued thereunder; and

WHEREAS, Gehring Group acknowledges that it is a business associate, as defined in 45 C.F.R. § 160.103, of Client that may create, use, or disclose Protected Health Information or Electronic Protected Health Information on behalf of Client; and

WHEREAS, Client desires to obtain written assurances that Gehring Group will safeguard Protected Health Information or Electronic Protected Health Information created or received by or on behalf of Client.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

1.1 “Breach” shall have the meaning set forth in 45 C.F.R. §164.402.

1.2 “Data Aggregation” shall have the meaning as the term “data aggregation” in 45 C.F.R. § 164.501.

1.3 “Designated Record Set” shall mean a group of health-related records about an Individual as provided in 45 C.F.R. § 164.501.

1.4 “Electronic Health Record” shall mean an electronic record of health-related information with respect to an Individual that is created, gathered, managed and consulted by authorized healthcare clinicians and staff.

1.5 “Electronic Protected Health Information” or “Electronic PHI” means information that Gehring Group or its agent, including a subcontractor, creates, receives, maintains or transmits from or on behalf of Client that comes within paragraphs 1(i) or 1(ii) of the definition of “protected health information” at 45 C.F.R. § 160.103.

- 1.6 **“Genetic Information” shall have the meaning assigned to such term in 45 C.F.R. § 160.103.**
- 1.7 **“HIPAA” shall mean the health information privacy provisions under the Health Insurance Portability and Accountability Act of 1996, and regulations issued thereunder at 45 C.F.R. Parts 160 and 164, as amended by HITECH.**
- 1.8 **“HITECH” shall mean the Health Information Technology for Economic and Clinical Health Act and the regulations issued thereunder.**
- 1.9 **“Individual” shall mean a person who is the subject to the Protected Health Information of the Client, and shall include a person who qualifies as the Individual’s personal representative in accordance with 45 C.F.R. § 164.502(g).**
- 1.10 **“Limited Data Set” shall have the meaning assigned to such term in 45 C.F.R. §164.514(e)(2).**
- 1.11 **“Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Gehring Group from or on behalf of Client. Genetic Information shall be considered PHI.**
- 1.12 **“Required by Law” shall mean a mandate contained in an applicable state, federal, or local law that compels Client (or business associates acting on behalf of Client) to make a use or disclosure of PHI that is enforceable in a court of law.**
- 1.13 **“Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as defined at 45 C.F.R. § 164.304. However, certain low risk attempts to breach network security, such as the incidents listed below, shall not constitute a Security Incident under this Agreement, provided they do not penetrate the perimeter, do not result in an actual breach of security and remain within the normal incident level:**
- Pings on the firewall;
 - Port scans;
 - Attempts to log on to a system or enter a database with an invalid password or username;
 - Denial-of-service attacks that do not result in a server being taken off-line; and
 - Malware such as worms or viruses.
- 1.14 **“Subcontractor” shall have the meaning as the term in 45 C.F.R. § 160.103.**

1.15 “Unsecured Protected Health Information” or “Unsecured PHI” shall have the meaning assigned to such term in 45 C.F.R. § 164.402 and guidance issued thereunder.

2. OBLIGATIONS OF THE PARTIES

2.1 Gehring Group shall safeguard all PHI and Electronic PHI created or received by Gehring Group on behalf of Client in accordance with HIPAA. Gehring Group shall implement administrative, physical and technical safeguards that prevent use or disclosure of the Electronic Protected Health Information other than as permitted by the Security Rules. Specifically, Gehring Group agrees to implement policies and procedures in accordance with 45 C.F.R. § 164.316 that:

- i. Prevent, detect, contain and correct security violations in accordance with the administrative safeguards set forth in 45 C.F.R. § 164.308;**
- ii. Limit physical access to electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed in accordance with the physical safeguards set forth in 45 C.F.R. § 164.310; and**
- iii. Allow access to electronic information systems that maintain Electronic PHI to only those persons or software programs that have been granted access rights in accordance with the technical safeguards set forth in 45 C.F.R. § 164.312.**

2.2 Gehring Group shall not use or disclose PHI or Electronic PHI except as permitted or required by Article 3 of this Agreement or as Required by Law. Gehring Group shall notify Client of all requests for the disclosure of PHI and Electronic PHI from a law enforcement or government official, or pursuant to a subpoena, court or administrative order, or other legal request as soon as possible prior to making the requested disclosure. Gehring Group shall provide to Client all PHI and Electronic PHI necessary to respond to these requests as soon as possible, but no later than ten (10) business days following its receipt of a written request from Client.

2.3 Client shall provide to Gehring Group, and Gehring Group shall request from Client, disclose to its affiliates, subsidiaries, agents and subcontractors or other third parties, only a Limited Data Set or, if necessary or otherwise permitted by HHS regulations, the minimum PHI or Electronic PHI necessary to perform or fulfill a specific function required or permitted under the Agreement. “Minimum necessary” shall be interpreted in accordance with HITECH, and in any event shall not include any direct identifiers of individuals such as names, street addresses, phone numbers or social security numbers, except for a unique identifier assigned by Client as necessary for the strategic analysis.

2.4 Gehring Group shall comply with all granted restrictions on the use and/or disclosure of PHI, pursuant to 45 C.F.R. § 164.522(a), upon written notice from Client; provided, however, that Client shall not grant any restriction that affects Gehring Group’s use or disclosure of PHI without first consulting with Gehring Group.

- 2.5 Gehring Group shall comply with all granted requests for confidential communication of PHI, pursuant to 45 C.F.R. § 164.522(b), upon written notice from Client.
- 2.6 Gehring Group shall report to Client any use or disclosure of PHI not permitted by this Agreement of which Gehring Group becomes aware within fifteen (15) business days of its becoming aware, and will take such corrective action necessary, or as reasonably directed by Client, in order to prevent and minimize damage to any Individual and to prevent any further such occurrences.
- 2.7 Following the discovery of a Breach of Unsecured PHI, Gehring Group shall notify the Client without unreasonable delay and in no case no later than fifteen (15) days after discovery of the Breach. The notification shall include the identification of each Individual whose Unsecured PHI has been or is reasonably believed by Gehring Group to have been accessed, acquired, used or disclosed during the Breach. Gehring Group shall provide the Client with any other available information that the Client requires to notify affected individuals under the Privacy Rule.
- 2.8 Gehring Group shall make reasonable efforts to mitigate, to the extent practicable or as reasonably directed by Client, any harmful effect that is known to Gehring Group resulting from a breach of this Agreement or HIPAA that is directly caused by Gehring Group.
- 2.9 Gehring Group shall report to Client any Security Incident within five (5) business days of when it becomes aware of such Security Incident. Gehring Group shall mitigate to the extent practicable or as reasonably directed by Client any harmful effect that is known to Gehring Group of a Security Incident by Gehring Group.
- 2.10 Gehring Group shall take reasonable steps to ensure that any Subcontractor performing services for Client agrees in writing to the same restrictions and conditions that apply to Gehring Group with regard to its creation, use, and disclosure of PHI and Electronic PHI in accordance with 45 C.F.R. §§ 164.308(b)(2), 164.502(e)(1)(ii) and 164.504(e)(5). Gehring Group shall, upon written request from Client, provide a list of any Subcontractors with whom Gehring Group has contracted to perform services for Client. Gehring Group shall advise Client if any Subcontractor breaches its agreement with Gehring Group with respect to the disclosure or use of PHI or Electronic PHI. If Gehring Group knows of a pattern of activity or practice of its Subcontractor that constitutes a material breach or violation of the Subcontractor's duties and obligations under its agreement with the Subcontractor ("Subcontractor Material Breach"), Gehring Group shall cure the breach or provide a reasonable period for Subcontractor to cure the Subcontractor Material Breach; provided, however, that if Gehring Group cannot, or Subcontractor does not, cure the Subcontractor Material Breach within such period, Gehring Group shall terminate the agreement with Subcontractor, if feasible, at the end of such period.
- 2.11 Gehring Group shall, upon written request from Client, provide to Client a copy of any PHI or Electronic PHI in a Designated Record Set, as defined in 45 C.F.R. § 164.501, created or maintained by Gehring Group, and not also maintained by Client, within thirty (30) days of receipt of the request.

- 2.12 Gehring Group shall, upon written request from Client, make any amendment to PHI in a Designated Record Set maintained by Gehring Group within thirty (30) days of receipt of the request unless Gehring Group can establish to Client's satisfaction that the PHI at issue is accurate and complete.
- 2.13 If an Individual's PHI is held in an Electronic Health Record, Gehring Group shall provide requested copies in electronic format to the individual or to an entity or person designated by the Individual, provided such designation is clearly and conspicuously made by the Individual or Client.
- 2.14 Gehring Group shall make its internal practices, written policies and procedures, books, records, and other documents relating to the use and disclosure of PHI and/or Electronic PHI created or maintained by Gehring Group on behalf of Client available to the Secretary of the Department of Health and Human Services, or his or her designee, for purposes of the Secretary determining Client's compliance with HIPAA.
- 2.15 Gehring Group shall make available the information required to provide an accounting of disclosures made on and after the Effective Date, as necessary for Client to comply with 45 C.F.R. § 164.528, within twenty (20) business days of receipt of the request. Gehring Group shall provide one such accounting within a twelve month period without charge, but may make a reasonable charge for any additional such accountings within the same twelve month period.
- 2.16 Gehring Group shall maintain all records, other than those records that are also maintained by Client, for six (6) years from the date created or last in effect, whichever is later, as necessary for Client to comply with 45 C.F.R. § 164.530(j)(2).

3. PERMITTED USES OF PHI

- 3.1 Gehring Group may use and disclose PHI and Electronic PHI as necessary to provide services to Client, subject to Section 2.3 of this Agreement and consistent with the requirements of HIPAA.
- 3.2 Gehring Group may use and disclose PHI and Electronic PHI as necessary for the proper management and administration of Gehring Group or to carry out Gehring Group's legal responsibilities, subject to Section 2.4 of this Agreement and consistent with the requirements of HIPAA; provided, however, that Gehring Group may disclose the PHI and Electronic PHI for such purposes only if:
 - i. the disclosure is Required by Law, or
 - ii. Gehring Group obtains reasonable assurances that the party to whom the PHI or Electronic PHI is disclosed (a) will protect the confidentiality of the PHI and Electronic PHI, (b) will not further disclose the PHI or Electronic PHI except as Required by Law or for the purposes for which it was disclosed to the other party, and (c) will report any improper use or disclosure of the PHI and/or Electronic PHI to Gehring Group.

- 3.3 Except as otherwise limited in this Agreement, and to the extent provided for under this Agreement, Gehring Group may use PHI and Electronic PHI to provide Data Aggregation services to Client, as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. TERMINATION OF AGREEMENT

- 4.1 Except as described in Section 4.3, this Agreement shall continue in effect so long as Gehring Group provides service to Client involving maintaining, using or disclosing PHI or Electronic PHI, or otherwise retains a copy of PHI or Electronic PHI provided to Gehring Group by Client.
- 4.2 Client may terminate this Agreement at any time if Client discovers that Gehring Group has materially breached any provision of this Agreement.
- 4.3 If Gehring Group becomes aware of a pattern of activity or practice of the Client that constitutes a material breach or violation of the Client's duties and obligations under the Agreement, Gehring Group shall take reasonable steps and provide a period of thirty (30) calendar days for the Client to cure the material breach or violation. If the Client does not cure the material breach or violation within such 30-day period, Gehring Group shall terminate the Agreement, if feasible, at the end of such 30-day period.
- 4.4 Upon the expiration of Client's relationship with Gehring Group, and contingent upon the payment of all outstanding fees, Gehring Group shall return PHI and Electronic PHI to Client or Client's designated agent upon Client's request. If return of all PHI and Electronic PHI is not feasible, the provisions of this Agreement shall continue to apply to Gehring Group until such time as all PHI and Electronic PHI is either returned to Client or destroyed pursuant to Gehring Group's document retention policy, provided that Gehring Group shall limit further use of PHI and Electronic PHI only to those purposes that make the destruction or return of the PHI and Electronic PHI infeasible. Following the expiration of the relationship, Gehring Group agrees not to disclose PHI and Electronic PHI except to Client or as Required by Law.

5 NOTICES

Whenever, under this Agreement, Gehring Group is required to give notice to Client, such notice shall be sent via First Class Mail to:

Town of Palm Beach

360 South County Road

Palm Beach FL 33480

Attention: Human Resources Department

Whenever, under this Agreement, Client is required to give notice to Gehring Group, such notice shall be sent via First Class Mail to:

Katherine Bellantoni, CHP, Privacy Officer
Gehring Group, Inc.
4200 Northcorp Parkway, Suite 185
Palm Beach Gardens, FL 33410

6 INDEMNIFICATION

Gehring Group agrees to indemnify Client, and any employees, directors, officers of Client (collectively "Client Indemnitees"), against all actual and direct losses resulting from or in connection with any breach of this Agreement by Gehring Group, or its partners, employees or other members of its workforce. Actual and direct losses shall include, but shall not be limited to, judgments, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) which are imposed upon or incurred by Client Indemnitees by reason of any suit, claim, action, investigation, or demand by any Individual, government entity, or third party. This obligation to indemnify shall survive the termination of this Agreement.

Client agrees to indemnify Gehring Group and any employees, directors, officers of Gehring Group (collectively "Gehring Group Indemnitees") against all actual and direct losses resulting from or in connection with any breach of this Agreement by Client, or any violation of HIPAA resulting from any improper use or disclosure of PHI and Electronic PHI pursuant to Client's direction. Actual and direct losses shall include, but shall not be limited to, judgments, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) which are imposed upon or incurred by Gehring Group Indemnitees by reason of any suit, claim, action, investigation, or demand by any Individual, government entity, or third party. This obligation to indemnify shall survive the termination of this Agreement.

7 AMENDMENT

The parties agree to negotiate in good faith any amendments necessary to conform this Agreement to changes in applicable law. Gehring Group further agrees to promptly attempt to amend its agreements with its subcontractors and agents to conform to the terms of this Agreement. In the event Gehring Group is unable to amend this Agreement or its agreements with its subcontractors in a way that is sufficient to satisfy the requirements under HIPAA, Client may terminate this Agreement in accordance with Section 4 upon thirty (30) days written notice.

8 TERMS OF AGREEMENT GOVERN

Any ambiguity in this Agreement shall be resolved in a way that permits compliance with HIPAA. In the event of a conflict between the terms of this Agreement and any other contract or agreement between Client and Gehring Group, this Agreement shall govern.

9 REGULATORY REFERENCES

A reference in this Agreement to a section in the Privacy Rules or Security Rules means the section as in effect or as amended, and for which compliance is required.

* * *

IN WITNESS HEREOF, the parties have executed this Agreement by their respective duly authorized officers or representatives.

CLIENT

GEHRING GROUP, INC.

By: _____
Kirk Blouin
Title: Town Manager
Date: _____

By: _____
Katherine Bellantoni, CHP
Title: Privacy Officer
Date: _____

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 090-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Participation by the Town of Palm Beach in the Statewide Mutual Aid Agreement with the Florida Division of Emergency Management and Authorizing Execution of the Agreement; Providing for an Effective Date; and for Other Purposes.

Presenter

Darrel Donatto, Fire-Rescue Chief

ATTACHMENTS:

- ▣ **Memorandum dated April 10, 2018, from Darrel Donatto, Fire Rescue Chief**
- ▣ **Resolution No. 90-2018**
- ▣ **2018 Statewide Mutual Aid Agreement**
- ▣ **2018 SMAA Information Sheet**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Darrel Donatto, Fire Rescue Chief & Director of Emergency Management

Re: Approval of 2018 Statewide Mutual Aid Agreement
Resolution No. 90-2018

Date: April 10, 2018

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 90-2018 authorizing the 2018 Statewide Mutual Aid Agreement, and that the Mayor sign the Agreement on behalf of the Town.

GENERAL INFORMATION

The State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency. The statute also authorizes the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area.

Approval of the Statewide Mutual Aid Agreement will allow the Town to maximize the prompt, full and effective use of resources of the State and participating governments in the event of an emergency or disaster.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact until such a time as resources are required under the Agreement due to an emergency or disaster event.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed Resolution No. 90-2018 and approves same as to legal form and sufficiency.

BH

cc: Darrel Donatto, Fire Rescue Chief
Dean Mealy, Purchasing Manager
John Randolph, Town Attorney

RESOLUTION NO. 90-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PARTICIPATION BY THE TOWN OF PALM BEACH IN THE STATEWIDE MUTUAL AID AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential municipal services and the destruction of the infrastructure needed to deliver those services, and

WHEREAS, Such disasters are likely to exceed the capability of any one local government to cope with the emergency with the existing resources. Such disasters may also give rise to unusual technical needs that the Town of Palm Beach may be unable to meet with existing resources, but that other local governments may be able to offer, and

WHEREAS, The Emergency Management Act, Chapter 252, Florida Statutes, provides each local government the authority to develop and enter into mutual aid agreements within the State for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements, to ensure the timely reimbursement of costs incurred by the local governments which render such assistance, and

WHEREAS, The Town of Palm Beach desires to enter into the Florida Division of Emergency Management's Statewide Mutual Aid Agreement so that the Town may request assistance from the State or another local government in the event of a disaster, and

WHEREAS, The Statewide Mutual Aid Agreement may also be used for smaller events; no declaration of a state of emergency is needed for the agreement to be activated. The Agreement establishes and allows for a formal mutual aid process for the government entities to use in assisting and aiding each other.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, FLORIDA:

Section 1. The Town Council of the Town of Palm Beach hereby authorizes and approves participation in the Statewide Mutual aid Agreement with the Florida Division of Emergency Management.

Section 2. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the Statewide Mutual Aid Agreement on behalf of the Town of Palm Beach.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of July 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

WESLEY MAUL
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“Division”) and the local government signing this Agreement (the “Participating Parties”). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CITY CLERK

TOWN OF PALM BEACH
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: MAYOR

Date: _____

Approved as to Form:

By: _____
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

STATE OF FLORIDA SCHOOL DISTRICT,

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES OF

AUTHORITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

TRIBAL COUNCIL OF THE

TRIBE OF FLORIDA

By: _____
Council Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: TOWN OF PALM BEACH

Mailing Address: 360 South County Road
Palm Beach, FL 33480

Authorized Representative Contact Information

Primary Authorized Representative

Name: Darrel Donatto
Title: Fire Rescue Chief & Director of Emergency Management
Address: 300 North County Road, Palm Beach, FL 33480
Day Phone: 561-838-5420 Night Phone: 561-719-3517
Facsimile: 561-838-5408 Email: ddonatto@townofpalmbeach.com

1st Alternate Authorized Representative

Name: James Duane
Title: Assistant Fire Rescue Chief
Address: 300 North County Road, Palm Beach, FL 33480
Day Phone: 561-838-5420 Night Phone: 561-779-8222
Facsimile: 561-838-5408 Email: jduane@townofpalmbeach.com

2nd Alternate Authorized Representative

Name: Ann-Marie Taylor
Title: Acting Police Chief
Address: 345 South County Road, Palm Beach, FL 33480
Day Phone: 561-838-5454 Night Phone: 561-352-1565
Facsimile: 561-835-4736 Email: ataylor@palmbeachpolice.com

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

**SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____
_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by
_____ on _____.

BY: _____

TITLE: _____

DATE: _____

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B

PART I**TO BE COMPLETED BY THE REQUESTING PARTY**

Date:		Time:		HRS		Mission No:	
		(local)					
Point of Contact:		Telephone No:			E-mail address:		
Requesting Party:				Assisting Party:			
Incident Requiring Assistance:							
Type of Assistance/Resources Needed (use Part IV for additional space)							
Date & Time Resources Needed:				Location (address):			
Approximated Date/Time Resources Released:							
Authorized Official's Name:			Signature:				
Title:		Agency:					

PART II**TO BE COMPLETED BY THE ASSISTING PARTY**

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available		To:			
Location (address):					
Approximate Total cost for mission:	\$				
Travel: \$	Personnel: \$	Equipment & Materials: \$	Contract Rental: \$		
Logistics Required from Requesting Party	Yes ☐	(Provide information on attached Part IV)			No ☐
Authorized Official's Name:		Title:			
Date:		Signature:		Local Mission No:	

PART III**TO BE COMPLETED BY THE REQUESTING PARTY**

Authorized Official's Name:		Title:	
Signature:		Agency:	

PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

FEMA's SCHEDULE OF EQUIPMENT RATES

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY**

RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES
DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 1, 2017.

FEMA Code ID		Equipment Description					
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2017 Rate
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$1.51
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$8.84
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$11.14
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$18.39
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$30.47
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$48.71
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$92.88
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$96.96
8040	Ambulance			to 150		hour	\$28.00
8041	Ambulance			to 210		hour	\$40.50
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$4.43
8051	Board, Message			to 5	Trailer Mounted.	hour	\$11.61
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$2.14
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$4.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$3.16
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	mounting hardware. Add this rate to tractor rate for total	hour	\$34.28
8064	Hydraulic Post Driver					hour	\$35.10
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$169.40
8066	Auger	Horizontal Directional Boring Machine	50 X 100			hour	\$31.95
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine				hour	\$36.97
8070	Automobile			to 130	Transporting people.	mile	\$0.535
8071	Automobile			to 130	Transporting cargo.	hour	\$12.32
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.535
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$15.69
8075	Motorcycle, Police					mile	\$0.505
8076	Automobile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$22.00
8077	Automobile - Ford Expedition	Fire Command Center				hour	\$19.00
8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$8.20
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$8.50
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$8.51
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$9.00
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$9.40

8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$10.20
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	\$11.64
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$12.40
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$13.20
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$14.00
8110	Barge, Deck	Size	50'x35'x7.25'			hour	\$49.10
8111	Barge, Deck	Size	50'x35'x9'			hour	\$58.70
8112	Barge, Deck	Size	120'x45'x10'			hour	\$109.50
8113	Barge, Deck	Size	160'x45'x11"			hour	\$133.75
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$317.54
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$358.65
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$569.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$1,094.24
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$31.00
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$31.95
8126	Swamp Buggy	Conquest		360		hour	\$39.25
8129	Compactor -2-Ton Pavement Roller	2 ton				hour	\$28.25
8130	Boat, Row				Heavy duty.	hour	\$1.44
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$12.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$16.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$217.20
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$267.35
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$325.35
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$358.50
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$42.60
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$62.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$78.95
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$196.50
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$271.85
8147	Boat, Inflatable Rescue Raft	Zodiac				hour	\$1.10
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$62.55
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$1.50
8150	Broom, Pavement	Broom Length	72 In	to 35		hour	\$24.50
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$27.60
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$6.20
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$20.77
8157	Sweeper, Pavement			to 110		hour	\$76.70
8158	Sweeper, Pavement			to 230		hour	\$96.80
8180	Bus			to 150		hour	\$20.95
8181	Bus			to 210		hour	\$25.45
8182	Bus			to 300		hour	\$38.35
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$15.37
8184	Back-Pack Blower			to 4.4		hour	\$1.50
8185	Walk-Behind Blower			13		hour	\$6.50
8187	Chainsaw	20" Bar, 3.0 cu in				hour	\$1.40
8188	Chainsaw	20" Bar 5.0 cu in				hour	\$2.45
8189	Chainsaw	20" Bar 6.0 cu in				hour	\$2.65
8190	Chain Saw	Bar Length	16 In			hour	\$1.70
8191	Chain Saw	Bar Length	25 In			hour	\$3.45
8192	Chain Saw, Pole	Bar Size	18 In			hour	\$1.25
8193	Skidder	model 748 E		to 173		hour	\$52.70
8194	Skidder	model 648 G11		to 177		hour	\$104.30
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$115.35
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$129.35
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$136.30

8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$187.75
8199	Log Trailer	40 ft				hour	\$9.90
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$8.60
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	\$16.86
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	\$24.31
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	\$35.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$50.10
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$161.89
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$97.00
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$127.40
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$166.20
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$145.00
8220	Compactor			to 10		hour	\$15.10
8221	Compactor, towed, Vibratory Drum			to 45		hour	\$31.70
8222	Compactor, Vibratory, Drum			to 75		hour	\$22.30
8223	Compactor, pneumatic, wheel			to 100		hour	\$26.00
8225	Compactor, Sanitation			to 300		hour	\$92.75
8226	Compactor, Sanitation			to 400		hour	\$152.30
8227	Compactor, Sanitation			535		hour	\$249.75
8228	Compactor, towed, Pneumatic, Wheel		10000 lbs		Include prime mover rate	hour	\$17.00
8229	Compactor, towed, Drum Static		20000 lbs		Include prime mover rate	hour	\$15.80
8240	Feeder, Grizzly			to 35		hour	\$22.20
8241	Feeder, Grizzly			to 55		hour	\$32.45
8242	Feeder, Grizzly			to 75		hour	\$64.25
8250	Dozer, Crawler			to 75		hour	\$51.30
8251	Dozer, Crawler			to 105		hour	\$38.30
8252	Dozer, Crawler			to 160		hour	\$93.74
8253	Dozer, Crawler			to 250		hour	\$149.75
8254	Dozer, Crawler			to 360		hour	\$201.10
8255	Dozer, Crawler			to 565		hour	\$311.80
8256	Dozer, Crawler			to 850		hour	\$294.10
8260	Dozer, Wheel			to 300		hour	\$61.00
8261	Dozer, Wheel			to 400		hour	\$94.10
8262	Dozer, Wheel			to 500		hour	\$178.65
8263	Dozer, Wheel			to 625		hour	\$239.60
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco				hour	\$3.50
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$4.62
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$8.73
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$13.10
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$22.40
8275	Bucket, Dragline	Capacity	2.0 CY		Does not include Clamshell & Dragline	hour	\$3.96
8276	Bucket, Dragline	Capacity	5.0 CY		Does not include Clamshell & Dragline	hour	\$9.90
8277	Bucket, Dragline	Capacity	10 CY		Does not include Clamshell & Dragline	hour	\$14.10
8278	Bucket, Dragline	Capacity	14 CY		Does not include Clamshell & Dragline	hour	\$18.65
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$34.20
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$52.70
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$153.00

8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$264.50
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$223.70
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$455.00
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$105.46
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$113.20
8289	Excavator	2006 model Gradall XL5100		230		hour	\$88.80
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$4.80
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$13.00
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$18.50
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$24.00
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$51.40
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvw lbs	99.9		hour	\$27.90
8307	Fork Lift Material handler	Diesel, CAT TH460B		99.9		hour	\$30.15
8308	Fork Lift Material handler	Diesel, CAT TH560B		99.9		hour	\$35.80
8309	Fork Lift Accessory	2003 ACS Paddle Fork				hour	\$3.46
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$3.35
8311	Generator	Prime Output	16 KW	to 25		hour	\$7.45
8312	Generator	Prime Output	43 KW	to 65		hour	\$15.00
8313	Generator	Prime Output	100 KW	to 125		hour	\$34.95
8314	Generator	Prime Output	150 KW	to 240		hour	\$50.00
8315	Generator	Prime Output	210 KW	to 300		hour	\$62.45
8316	Generator	Prime Output	280 KW	to 400		hour	\$80.40
8317	Generator	Prime Output	350 KW	to 500		hour	\$90.50
8318	Generator	Prime Output	530 KW	to 750		hour	\$153.30
8319	Generator	Prime Output	710 KW	to 1000		hour	\$222.00
8320	Generator	Prime Output	1100 KW	to 1500	Open	hour	\$349.00
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$533.75
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$403.30
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$511.22
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$495.80
8325	Generator	Prime Output	40KW	60		hour	\$14.80
8326	Generator	Prime Output	20KW	40		hour	\$13.32
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$43.30
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$46.50
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$67.50
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.15
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.24
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$0.60
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$0.60
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$0.90
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$1.70
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.30
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.35
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$1.15
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$1.10
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$1.70
8361	Hose, Suction	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$3.15
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$14.66

8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$34.30
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$68.10
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$101.30
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$120.00
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$20.10
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$36.90
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$35.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$43.85
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	\$59.30
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	\$64.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$104.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$124.50
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$171.40
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$33.73
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft			hour	\$3.05
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11		hour	\$4.00
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$12.70
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$19.60
8419	Breaker, Pavement Hand-Held	Weight	25-90 Lbs			hour	\$1.10
8420	Breaker, Pavement			to 70		hour	\$57.45
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$85.85
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$116.60
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$4.60
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	\$12.40
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$73.76
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$95.10
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$126.80
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$209.65
8436	Pick-up, Asphalt			to 110		hour	\$96.85
8437	Pick-up, Asphalt			to 150		hour	\$135.00
8438	Pick-up, Asphalt			to 200		hour	\$93.50
8439	Pick-up, Asphalt			to 275		hour	\$204.00
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$16.20
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$22.90
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$42.60
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$78.60
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	\$4.00
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension			crawler	hour	\$32.50
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft		Include Grader for total cost	hour	\$28.00
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft		Include Grader for total cost	hour	\$32.90
8452	Plow, Truck Mntd	Width	to 15 Ft		Include truck for total cost	hour	\$24.35
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing. Include truck for total cost	hour	\$40.80
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$7.35
8456	Spreader, Sand	Mounting	Dump Body			hour	\$10.45
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	\$13.15
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$6.00
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$7.25
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$6.10
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$6.75
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$7.99
8473	Pump			to 15	Hoses not included.	hour	\$10.30
8474	Pump			to 25	Hoses not included.	hour	\$13.60
8475	Pump			to 40	Hoses not included.	hour	\$16.65
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$27.10

8477	Pump			to 95	Hoses not included.	hour	\$32.00
8478	Pump			to 140	Hoses not included.	hour	\$41.50
8479	Pump			to 200	Hoses not included.	hour	\$49.90
8480	Pump			to 275	Does not include Hoses.	hour	\$66.85
8481	Pump			to 350	Does not include Hoses.	hour	\$82.00
8482	Pump			to 425	Does not include Hoses.	hour	\$96.60
8483	Pump			to 500	Does not include Hoses.	hour	\$114.00
8484	Pump			to 575	Does not include Hoses.	hour	\$133.30
8485	Pump			to 650	Does not include Hoses.	hour	\$154.70
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$11.38
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$20.54
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$39.00
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Add this rate to truck rate for total lift and truck rate	hour	\$39.50
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$8.95
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$16.10
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$29.26
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$55.65
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$70.15
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$28.95
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs		Include truck rate for total cost	hour	\$14.90
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs		Include truck rate for total cost	hour	\$22.40
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs		Include truck rate for total cost	hour	\$36.50
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$7.55
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$38.70
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$66.90
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$90.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$178.60
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$243.20
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$7.20
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$12.00
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$25.10
8513	Saw, Rock			to 100		hour	\$33.50
8514	Saw, Rock			to 200		hour	\$63.00
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	\$1.66
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	\$1.84
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	\$107.15
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	\$155.50
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	\$270.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	\$265.70
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	\$14.15
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	\$37.00
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	\$36.05
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$34.60
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$94.00
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$142.50
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$154.80
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$2.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$14.10
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$234.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$255.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$284.00

8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$3.45
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$22.15
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$29.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$38.60
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$47.77
8580	Distributor, Asphalt	Tank Capacity	500 Gal		burners, insulated tank, and circulating spray bar.	hour	\$14.76
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$21.30
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$30.15
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$41.60
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$83.20
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	\$11.36
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	\$13.10
8600	Trailer, Equipment	Capacity	30 Tons			hour	\$14.15
8601	Trailer, Equipment	Capacity	40 Tons			hour	\$15.50
8602	Trailer, Equipment	Capacity	60 Tons			hour	\$18.85
8603	Trailer, Equipment	Capacity	120 Tons			hour	\$28.35
8610	Trailer, Water	Tank Capacity	4000 Gal		with sump and a rear spraybar.	hour	\$13.50
8611	Trailer, Water	Tank Capacity	6000 Gal		with sump and a rear spraybar.	hour	\$16.55
8612	Trailer, Water	Tank Capacity	10000 Gal		with sump and a rear spraybar.	hour	\$19.20
8613	Trailer, Water	Tank Capacity	14000 Gal		with sump and a rear spraybar.	hour	\$23.77
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$33.35
8620	Tub Grinder			to 440		hour	\$95.35
8621	Tub Grinder			to 630		hour	\$143.65
8622	Tub Grinder			to 760		hour	\$183.60
8623	Tub Grinder			to 1000		hour	\$322.00
8627	Horizontal Grinder	Model HG6000		630		hour	\$57.36
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$47.00
8629	Stump Grinder	24" grinding wheel		110		hour	\$45.00
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Does not include Prime Mover.	hour	\$14.00
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime	hour	\$19.80
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Does not include Prime Mover.	hour	\$29.25
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$14.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$20.80
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$29.45
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$239.85
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$92.33
8638	Rake	Barber Beach Sand Rake 600HDr, towed				hour	\$15.40
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$34.30
8640	Trailer, Office	Trailer Size	8' x 24'		Cargo Size 16ft	hour	\$1.95
8641	Trailer, Office	Trailer Size	8' x 32'		Cargo Size 24ft	hour	\$2.30
8642	Trailer, Office	Trailer Size	10' x 32'		Cargo Size 20ft	hour	\$2.65
8643	Trailer	Haz-Mat Equipment trailer	8'x18'			hour	\$37.75
8644	Trailer, Covered Utility Trailer	(7' X 16')				hour	\$5.65
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$29.45
8646	Trailer, Dodge	32' flatbed water				hour	\$27.90
8650	Trencher			to 40	Wheel Mounted. Chain and Wheel.	hour	\$16.30

8651	Trencher			to 85	Wheel Mounted. Chain and Wheel.	hour	\$24.70
8654	Trencher accessories	2008 Griswold Trenchbox				hour	\$1.90
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$12.00
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$37.45
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$41.25
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 Ft		alignment attachment. Include truck rate	hour	\$34.15
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 Ft		alignment attachment. Include truck rate	hour	\$54.66
8680	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$82.35
8684	Truck, Fire	100 Ft Ladder				hour	\$100.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	\$68.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	\$72.25
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	\$78.90
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	\$81.40
8694	Truck, Fire Ladder	Ladder length	75 FT			hour	\$117.10
8695	Truck, Fire Ladder	Ladder length	150 FT			hour	\$142.75
8696	Truck, Fire	No Ladder		330	Rescure Equipment	hour	\$93.47
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200		hour	\$20.60
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275		hour	\$35.00
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 300		hour	\$27.10
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380		hour	\$44.70
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvw			hour	\$8.45
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvw			hour	\$9.50
8710	Trailer, semi	28ft, single axle, freight	25,000 gvw			hour	\$9.70
8711	Flat bed utility trailer	6 ton				hour	\$3.10
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour	\$24.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour	\$31.30
8714	Vactor	800 Gal Spoils/400 Gal Water	500/800 gal	49		hour	\$82.75
8715	Truck, Hydro Vac	model LP555DT				hour	\$18.00
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$51.25
8717	Truck, Vacuum	60,000 GVW		400		hour	\$74.20
8719	Litter Picker	model 2007 Barber			towed by tractor	hour	\$9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$48.90
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$60.77
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$67.70
8723	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$75.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$121.20
8725	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$77.80
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$48.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$55.90
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor			Powered by Solar System	hour	\$3.00
8734	Attenuator, safety	that can stop a vehicle at 60 mph				hour	\$5.50
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph				hour	\$3.85
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$27.70
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$18.00
8745	Van, step	model MT10FD		300		hour	\$21.25
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$20.00
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$20.15
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$22.25
8749	Van-cargo	light duty, class 2		225-300		hour	\$22.25
8750	Vehicle, Small			to 30		hour	\$6.40
8753	Vehicle, Recreational			to 10		hour	\$2.80
8755	Golf Cart	Capacity	2 person			hour	\$3.75
8761	Vibrator, Concrete			to 4		hour	\$1.60
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$3.10

8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$6.80
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$10.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$13.76
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$28.70
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$50.00
8788	Container & roll off truck	30 yds				hour	\$23.05
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$54.90
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$42.40
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$46.00
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$52.75
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs			hour	\$23.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs			hour	\$34.50
8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class	7, 26,001 to 33,000 lbs gvwr			hour	\$31.00
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr			hour	\$32.00
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr			hour	\$40.60
8800	Truck, Pickup				When transporting people.	mile	\$0.54
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$12.30
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$17.65
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$19.85
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$22.25
8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$23.10
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$13.40
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$20.80
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$22.85
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$26.40
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$26.75
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$27.50
8820	Skidder accessory	2005 JCB Grapple Claw				hour	\$1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket				hour	\$1.50
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$52.26
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$115.00
8824	Skidder	model Cat 525B		up to 160		hour	\$62.90
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$118.77
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$38.65
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$30.50
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator				hour	\$14.66
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?				hour	\$13.60
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	\$75.00
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$31.00
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$19.25
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long			hour	\$29.45
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$48.90
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator				hour	\$52.00
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$45.50
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230		hour	\$41.00
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$65.30
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$45.00

8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$96.20
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$10.68
8871	Light Tower	2004 Allmand				hour	\$6.30
8872	SandBagger Machine	(Spider) automatic		4.5		hour	\$48.75
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	\$474.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$496.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$582.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$596.00
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$780.00
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$626.00
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$456.00
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	\$487.00
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$2,945.00
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$5,504.00
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$10,750.00
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$621.00
8912	Helicopter- light utility	Model Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$596.00
8913	Helicopter	Model Bell-206L4		726		hour	\$576.00
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$1,316.00
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$697.00
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$1,075.00
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$447.00
8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$19.85
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$14.50
8945	Aerial Lift	model 2008 Genie Scissor Lift				hour	\$6.30

STATEWIDE MUTUAL AID AGREEMENT (SMAA)

INFORMATION SHEET

The Statewide Mutual Aid Agreement (SMAA) has been updated for 2018. To make sure that all of the counties are working under the most recent version of the agreement, the Florida Division of Emergency Management is requesting that all counties update their agreements to the 2018 version.

The 2018 update includes the following provisions:

Allowing the SMAA to be used for smaller events; no declaration of a state of emergency is needed for the agreement to be activated. This allows for a formal mutual aid process for the entities within Florida to use.

In using the SMAA for mutual aid, the requesting entity agrees to reimburse the assisting party per the terms of reimbursement in the SMAA. However, if the terms for reimbursement are to vary from the provisions of the SMAA, this needs to be specified via the Form B, and signed off by both parties prior to the assistance being rendered.

The SMAA automatically renews each year; only the contact information needs to be updated by using the Form C each year.

Signing the Agreement:

A copy of the SMAA with **original signature** should be submitted, or two if you need one signed by FDEM and returned for your records.

Counties should sign **PAGE 15** of the agreement.

Cities should sign **PAGE 16** of the agreement.

Educational Districts should sign **PAGE 17** of the agreement.

Community Colleges or State Universities should sign **PAGE 18** of the agreement.

Special Districts should sign **PAGE 19** of the agreement.

Authorities should sign **PAGE 20** of the agreement.

Native American Tribes should sign **PAGE 21** of the agreement.

Community Development Districts should sign **PAGE 22** of the agreement.

REQUIRED Documentation to Accompany the Agreement:

A cover letter stating an address to send the copy of the agreement back for your records.

A completed copy of Form C, **PAGE 23** of the agreement. Form C should be updated annually or as elections or appointments occur.

A Certificate of Liability Insurance or Resolution of Self Insurance.

Signed Agreements should be sent to:

Florida Division of Emergency Management

ATTN: Alonna Vinson

Bureau of Response, Logistics Section

2555 Shumard Oak Blvd

Tallahassee, FL 32399

FDEM Contact Information:

Alonna Vinson

Mutual Aid Branch Director & EMAC Coordinator

Bureau of Response | Logistics Section

Alonna.Vinson@em.myflorida.com

O: 850-815-4280

C: 850-901-8456

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 091-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing and Approving the Issuance of a Purchase Order to Presidio Networked Solutions LLC for the Purchase, Installation and Configuration of Cisco Switches Through the State of Florida Contract 43211500-WSCA-15-ACS, in the Amount of \$327,047.93 and Establishing a Budget of \$340,000.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Memorandum dated June 25, 2018, from Charles Kapachinski, Information Technology Manager**
- ▣ **Resolution No. 091-2018**
- ▣ **Presidio Quote Dated May 4, 2018**
- ▣ **Presidio Quote Dated May 8, 2018**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

Via: Jay Boodheshwar, Deputy Town Manager

From: Charles Kapachinski, Information Technology Manager

Re: Approval of Purchase Order to Presidio Networked Solutions LLC for the Purchase, Installation and Configuration of Switches (NASPO ValuePoint Cisco AR233 (14-19) FL#43220000-WSCA-14-ACS Contract)
Resolution No. 091-2018

Date: June 25, 2018

STAFF RECOMMENDATION

The Office of Information Technology is requesting approval of Resolution No. 091-2018, authorizing the issuance of a purchase order to Presidio Networked Solutions LLC for the purchase, installation and configuration of numerous Cisco Switches in the amount of \$327,047.93, and establishing a budget of \$340,000.

GENERAL INFORMATION

The Office of Information Technology is proposing to replace the Town's existing network infrastructure by replacing its existing Cisco switches (network refresh). Many of the existing Cisco switches have reached end of life and are no longer supported, with some purchased as far back as 2007. This network refresh project will increase bandwidth between server environments, therefore, increasing network speed, resulting in optimal network performance. The growing demand for increased network bandwidth, as the Town moves towards the use of more technology, will be addressed with this refresh and decrease bottlenecks in our network, improving performance, which is a high priority and critical issue for the deployment of next generation digital solutions town-wide. This will allow for an increase in employee productivity by speeding up access to databases and messaging applications.

Presidio will redesign our network to accommodate the change in requirements our network has experienced, including new applications added over the years, increased network traffic and staff moves between locations. The switches and services will be purchased under State of Florida Florida NASPO ValuePoint Cisco AR233 (14-19) FL#43220000-WSCA-14-ACS Contract, following Purchasing's guidelines for major purchases and to provide the Town with the best competitive process for this equipment. We are also contracting with Presidio to provide professional services to setup configure and install the switches, providing the Town with a "turnkey" solution.

PURCHASING REVIEW

The Purchasing Division has reviewed the contract documents and found them in compliance with purchasing requirements. This procurement has been reviewed and approved by the Purchasing Division of the Finance Department.

TOWN ATTORNEY REVIEW

The resolution is in a form previously approved by the Town Attorney for legal form and sufficiency.

FUNDING/FISCAL IMPACT

The purchase of the switches will be funded from the Office of Information Technology Equipment Replacement Fund budget (320.15.125.513.60.64.04) in the amount of \$228,804.88 and the IT Operating Budget (001.15.125.513.60.64.04) in the amount of \$40,343.05. The funding for the installation and configuration services will come from IT Operating Budget (001.15.125.513.30.34.10) in the amount of \$57,900.00. All funding is already included in the FY2018 budget so no action is required from Town Council in this regard.

Attachments

Cc: Jane Le Clainche, Finance Director
Dean Mealy, Purchasing Manager
Jim Palmer, Assistant IT Manager

RESOLUTION NO. 091-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND APPROVING THE ISSUANCE OF A PURCHASE ORDER TO PRESIDIO NETWORKED SOLUTIONS LLC FOR THE PURCHASE, INSTALLATION AND CONFIGURATION OF CISCO SWITCHES THROUGH THE STATE OF FLORIDA CONTRACT 43211500-WSCA-15-ACS, IN THE AMOUNT OF \$327,047.93 AND ESTABLISHING A BUDGET OF \$340,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1: The Town Council of the Town of Palm Beach hereby approves the purchase, installation and configuration of Cisco switches from Presidio Networked Solutions LLC through the State of Florida Contract 43211500-WSCA-15-ACS in the amount of \$327,047.93 and establishing a budget of \$340,000 for purchases in fiscal year 2018.

Section 2: The Town Manager is hereby authorized to execute this purchase on behalf of the Town of Palm Beach and issue a purchase order to Presidio Networked Solutions LLC in the amount of \$327,047.93.

Section 3: The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change orders as recommend by the Office of Information Technology.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of July, 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TO: Town of Palm Beach
Jim Palmer
951 Old Okeechobee, Ste D
W. Palm Beach, FL 33401

JPalmer@TownofPalmBeach.com
(p) (561) 227-6311

FROM: Presidio Networked Solutions
Patrick Riley
3250 W. Commercial Blvd
Suite 360
Oakland Park, FL 33309

priley@presidio.com
(p) 407.641.0510

BILL TO: Town of Palm Beach
Accounts Payable
Finance Department
PO Box 2029
Palm Beach, FL 33480

invoices@townofpalmbeach.com
(p) 561-227-6334

SHIP TO: Town of Palm Beach

Information Systems
360 S. County Rd.
Palm Beach, FL 33480

Customer#: TOWN0053

Contract Vehicle: Florida NASPO ValuePoint Cisco AR233 (14-19)
FL#43220000-WSCA-14-ACS

Account Manager: ServiceSource HOUSE

Inside Sales Rep: Patrick Riley

Title: ToPB - Optics - Switching

#	Part #	Description	Unit Price	Qty	Ext Price
User Switching					
WS-C2960X-48FPD-L					
1	WS-C2960X-48FPD-L	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	\$4,157.40	19	\$78,990.60
2	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	19	\$0.00
3	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	\$657.25	19	\$12,487.75
4	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	\$0.00	19	\$0.00
5	CON-SNT-WSC296XL	SNTC-8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	\$1,164.24	19 for 36 mo(s)	\$22,120.56
				Total:	\$113,598.91
WS-C2960X-48FPD-L					
6	WS-C2960X-48FPD-L	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	\$4,157.40	6	\$24,944.40
7	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	6	\$0.00
8	CON-SNT-WSC296XL	SNTC-8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	\$1,164.24	6 for 36 mo(s)	\$6,985.44
				Total:	\$31,929.84
WS-C2960X-24PD-L					
9	WS-C2960X-24PD-L	Catalyst 2960-X 24 GigE PoE 370W, 2 x 10G SFP+, LAN Base	\$2,343.45	7	\$16,404.15
10	CAB-L620P-C13-US	Power Cord, 250VAC, 15A, NEMA L6-20 to C13, US	\$0.00	7	\$0.00
11	CON-SNT-WSC604DL	SNTC-8X5XNBD Catalyst 2960-X 24 G	\$667.59	7 for 36 mo(s)	\$4,673.13
				Total:	\$21,077.28
Total (User Switching):					\$166,606.03
Server Switching					
C9300-48T-E					
12	C9300-48T-E	Catalyst 9300 48-port data only, Network Essentials	\$4,378.00	4	\$17,512.00
TCM Agenda Backup 7-10-18					145

13	C9300-NW-E-48	C9300 Network Essentials, 48-port license	\$0.00	4	\$0.00
14	S9300UK9-166	CAT9300 Universal image	\$0.00	4	\$0.00
15	PWR-C1-350WAC	350W AC Config 1 Power Supply	\$0.00	4	\$0.00
16	PWR-C1-350WAC/2	350W AC Config 1 SecondaryPower Supply	\$357.50	4	\$1,430.00
17	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,402.50	4	\$5,610.00
18	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	8	\$0.00
19	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$55.00	4	\$220.00
20	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$58.90	4	\$235.60
21	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	4	\$0.00
22	C9300-DNA-E-48-5Y	C9300 DNA Essentials, 48-Port, 5 Year Term License	\$968.00	4	\$3,872.00
23	CON-SNTP-C930048E	SNTP-24X7X4 Catalyst 9300 48-port data only, Network	\$1,924.80	4 for 36 mo(s)	\$7,699.20
Total:					\$36,578.80
N9K-C93108TC-EX					
24	N9K-C93108TC-EX	Nexus 9300 with 48p 10G BASE-T and 6p 100G QSFP28	\$11,925.00	2	\$23,850.00
25	NXOS-703I7.2	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 7.0(3)I7(2)	\$0.00	2	\$0.00
26	N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	\$0.00	2	\$0.00
27	NXA-FAN-30CFM-B	Nexus 2K/3K/9K Single Fan, port side intake airflow	\$0.00	8	\$0.00
28	NXA-PAC-650W-PI	Nexus NEBs AC 650W PSU - Port Side Intake	\$0.00	4	\$0.00
29	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	4	\$0.00
30	QSFP-100G-CU1M	100GBASE-CR4 Passive Copper Cable, 1m	\$178.75	2	\$357.50
31	QSFP-H40G-ACU10M	40GBASE-CR4 Active Copper Cable, 10m	\$687.50	4	\$2,750.00
32	CON-SNTP-93108TCX	SNTP-24X7X4 Nexus 9300 with 48p 10G BASE-T and 6p 10	\$4,564.80	2 for 36 mo(s)	\$9,129.60
Total:					\$36,087.10
C3850-NM-2-40G=					
33	C3850-NM-2-40G=	Cisco Catalyst 3850 2 x 40GE Network Module	\$4,488.00	2	\$8,976.00
Total:					\$8,976.00
Total (Server Switching):					\$81,641.90
Optics					
SFP-10G-LR-S=					
34	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	\$1,100.00	12	\$13,200.00
Total:					\$13,200.00
SFP-10G-SR-S=					
35	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	\$385.00	20	\$7,700.00
Total:					\$7,700.00
TCM Agenda Backup 7-10-18					146

Total (Optics):		\$20,900.00
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Sub Total:	\$269,147.93
Grand Total:	\$269,147.93

This quote is governed by Terms and Conditions of NASPO ValuePoint Cisco Contract AR233 (14-19) Florida Contract # 43220000-WSCA-14-ACS
 Standard-Terms-for-Purchase-of-Services or Goods
 Quote valid for 30 days from date shown above.
 Prices may NOT include all applicable taxes and shipping charges
 All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
 Presidio Networked Solutions LLC
 8161 Maple Lawn Blvd., Suite 150
 Fulton, MD 20759-2588

Pursuant to this contract your PO must reflect the following contract #
 NASPO ValuePoint Cisco Contract AR233 (14-19) Florida Contract # 43220000-WSCA-14-ACS

Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G
 Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
 Delivery: FOB Terms Dictated by individual PO details.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

 Customer Signature

 Date

TO: Town of Palm Beach
Jim Palmer
951 Old Okeechobee, Ste D
W. Palm Beach, FL 33401

JPalmer@TownofPalmBeach.com
(p) (561) 227-6311

FROM: Presidio Networked Solutions
Craig Ross
3250 W. Commercial Blvd
Suite 360
Oakland Park, FL 33309

cross@presidio.com
(p) 954.634.5772

Customer#: TOWN0053
Account Manager: Craig Ross
Inside Sales Rep: Patrick Riley
Title: ToPB - 10G Network Redesign

#	Part #	Description	Unit Price	Qty	Ext Price
1	PS-SVC-FF	Fixed Fee for Presidio employee labor Deliverable: Kickoff	\$2,895.00	1.0000	\$2,895.00
2	PS-SVC-FF	Fixed Fee for Presidio employee labor Deliverable: Planning	\$8,685.00	1.0000	\$8,685.00
3	PS-SVC-FF	Fixed Fee for Presidio employee labor Deliverable: Staging	\$14,475.00	1.0000	\$14,475.00
4	PS-SVC-FF	Fixed Fee for Presidio employee labor Deliverable: Implementation	\$17,370.00	1.0000	\$17,370.00
5	PS-SVC-FF	Fixed Fee for Presidio employee labor Deliverable: Follow-Up	\$11,580.00	1.0000	\$11,580.00
6	PS-SVC-FF	Fixed Fee for Presidio employee labor Deliverable: Closeout	\$2,895.00	1.0000	\$2,895.00
			Sub Total:		\$57,900.00
			Grand Total:		\$57,900.00

Quote valid for 30 days from date shown above. Prices may NOT include all applicable taxes and shipping charges. All prices subject to change without notice. Supply subject to availability.

This quotation subject to Presidio Standard Terms and Conditions as follows:

Credit: Net 30 Days (all credit terms subject to prior Presidio credit department approval)

The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that customer pays using a credit card or debit card.

Client understands and agrees to its obligation, that applicable sales tax will apply to the quoted services on a by site location basis.

Delivery: FOB origin (FOB destination (CONUS) applicable to Federal Government Customers only) Orders shipped from a manufacturer to Presidio at customer request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to customer FOB origin.

Changes to the above Terms and Conditions must be accepted in writing by Presidio Networked Solutions

Preprinted terms appearing on Customer Purchase Orders must be accepted in writing by Presidio Networked Solutions to be applicable.

Size Business: Large; CAGE Code: 0KD05; DUNS 15-405-0959; CEC: 15-506005G; Tax ID# 58-1667655

Product is warranted by the Manufacturer, not by Presidio Networked Solutions. Please consult Manufacturer for warranty terms.

Opened product is non-returnable. Unopened equipment is non-returnable after 30 days from shipment date. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.

Please inspect equipment thoroughly against packing list before opening.

Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Import Clearance and Documentation - Customer shall be responsible for the Customs clearance process, where applicable, and for obtaining any and all required license and permits as well as satisfying any formalities required to import the Products into the Territory in accordance with all applicable laws and regulations, including but not limited to the payment of duties, taxes, surcharges, fees and any special assessments and take all other actions required in connection with the importation and Customs clearance of Products. Customer shall be responsible for ensuring documentation necessary for the import and Customs clearance process and recordkeeping meets all applicable laws and regulations.

Export Controls - (i) Customer shall comply with all applicable Export Control Laws, including but not limited to the U.S. Department of Commerce's Export Administration Regulations, in the performance of this Agreement and in the import, export, re-export, shipment, transfer, use, operation, maintenance, repair or disposal of Products and any related parts, components, accessories, know-how or technology. "Export Control Laws" means all export control, economic sanction and antiboycott laws and regulations of the United States and other jurisdictions, including but not limited to the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations and the U.S. Department of Treasury's economic sanctions regulations. (ii) Product and any related parts, components, accessories, know-how and technology must not be re-exported or transferred to restricted persons and sanctioned countries designated by the U.S. Government, including Cuba, Iran, North Korea, Sudan and Syria, unless authorized in advance by the Company and the U.S. Government. (iii) Customer acknowledge that transfers of Product and any related parts, components, accessories, know-how and technology may be subject to the terms and conditions of an export license, license exception or other authorization pursuant to Export Control Laws. Customer agree to comply fully with the terms of any licenses, license exceptions or authorizations and to provide Presidio Networked Solutions access to records needed to confirm such compliance upon request. (iv) Customer further acknowledges that certain Products may contain encryption and may be restricted for export, re-export, shipment or transfer to government end users in certain countries.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 092-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Temporary Staffing Services to Labor Max Staffing in the Amount of \$24,300 and Establishing a Project Budget of \$28,000 for FY18. The Annual Project Budget Shall be \$167,420, Plus a \$20,000 Annual Contingency, for a Five (5) Year Project Budget of \$937,100, Contingent on Funding in Future Fiscal Years.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated June 15, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 092-2018**
- ▣ **Bid Tab Sheet**
- ▣ **Award by Vendor**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Award a Contract to Labor Max Staffing for Temporary Labor Services
Resolution No. 092-2018

DATE: June 15, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 092-2018, awarding a purchase order to Labor Max Staffing for temporary labor services in an amount not-to-exceed \$28,000 for FY18. The annual project budget shall be \$167,420, plus a \$20,000 annual contingency, for a five (5) year project budget of \$937,100 contingent on funding in future fiscal years.

GENERAL INFORMATION

The Public Works Department uses a temporary labor pool to supplement the existing Town workforce and assist with various tasks throughout the Town. These tasks include roadway sweeping and landscape debris collection in the Trash Bureau, collection of litter, landscape debris and other tasks in the Grounds Bureau. This pool of employees operates under the direct supervision of Town staff. The current vendor utilized by the Town was based in Virginia and unable to provide employees in a prompt manner and the Town opted to solicit a new bid for these services.

The Town issued Bid No. 2018-33 for the temporary labor services. This bid requires the vendor to have an office located within 30 miles of the Town and staffing to be available with 72 hours. Pricing was requested for labor services in the Services, Facilities and Water Resources Divisions. Option one (1) is for a percentage mark-up over established hourly rates. Option two (2) is for a fixed hourly labor rate and Option three (3) is a fixed hourly rate with a drivers' license.

On May 22, 2018, six (6) vendors submitted bids to provide this service. The Town reviewed the bids and identified primary, secondary, and tertiary vendors for each Option and each Division. This will eliminate the need to rebid services if one or more vendors fail to perform their duties as described in the contract or if their current workload prevents them from responding to Town requests for temporary labor assistance. The Options and awarded vendors are described below:

Option One (1) – Percent of Mark-up Over the Established Hourly Rate (All Divisions)

- Primary Awardee – Labor Max Staffing
- Secondary Awardee – Packplus, Inc.
- Tertiary Awardee – Resume Hounds, Inc.

Option Two (2) – Fixed Rate

- Primary Awardee – Labor Max Staffing
- Secondary Awardee – A & Associates
- Tertiary Awardee – GL Staffing Services

Option Three (3) – Fixed Rate with a Driver’s License

- Primary Awardee – Labor Max Staffing
- Secondary Awardee – A & Associates (Water Resources)
- Secondary Awardee – GL Staffing (Facilities and Services)
- Tertiary Awardee – A & Associates (Facilities and Services)
- Tertiary Awardee – GL Staffing (Water Resources)

Based on submitted bids, Town staff requests awarding a purchase order to Labor Max Staffing for temporary labor services in the amount of \$24,300. The FY18 project budget shall be established at \$28,000 which includes a fifteen percent (15%) contingency for unforeseen or emergency work. The five (5) year project budget is estimated to be \$937,100 which includes an annual cost of \$167,420 and a \$20,000 annual contingency based on funding in future fiscal years.

FUNDING/FISCAL IMPACT

Sufficient funds exist in the Public Works FY18 operating budget to accomplish this work. Future work will be contingent on funding in future fiscal years.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jane Le Clainche, Director of Finance
Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Division Manager
Chester Purves, Services Division Manager
Dean Mealy, Purchasing Manager

RESOLUTION NO. 092-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR TEMPORARY STAFFING SERVICES TO LABOR MAX STAFFING IN THE AMOUNT OF \$24,300 AND ESTABLISHING A PROJECT BUDGET OF \$28,000 FOR FY18. THE ANNUAL PROJECT BUDGET SHALL BE \$167,420, PLUS A \$20,000 ANNUAL CONTINGENCY, FOR A FIVE (5) YEAR PROJECT BUDGET OF \$937,100, CONTINGENT ON FUNDING IN FUTURE FISCAL YEARS.

* * * * *

Section 1. The Town Council of the Town of Palm Beach hereby authorizes a purchase order to Labor Max Staffing in an amount of \$24,300 for temporary labor services and establishes a project budget of \$28,000 for FY18. The annual project budget shall be \$167,420, plus a \$20,000 annual contingency, for a five (5) year project budget of \$937,100 contingent on funding in future fiscal years.

Section 2. The Town Manager is hereby authorized to execute this contract extension on behalf of the Town of Palm Beach for this improvement.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of July 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk



TOWN OF PALM BEACH

Bid No. 2018-33
TEMPORARY LABOR SERVICES

TABULATION

Vendor:		A & Associates	Precision Staffing, Inc. DBA AP Recruiters & Associates	GL Staffing Services	Labor Max Staffing	Packplus, Inc. dba Josmar Medical Staffing	Resume Hounds Inc.
Address:		951 Sansbury Way West Palm Beach, FL 33411	301 Clematis Street Suite 3000 West Palm Beach, FL 33401	112 N Federal Hwy Lake Park, FL 33403	2930 Forest Hill Blvd Unit D Palm Springs, FL 33406	633 NE 167th Street #620 North Miami Beach, FL 33162	545 Oaks Ln #205 Pompano Beach, FL 33069
Telephone:		561-533-5303	561-712-0307	561-452-8782	561-651-9824	305-653-2880	866-946-8637
Fax:		561-533-3858	888-530-7971	561-845-2287	561-651-9467	305-653-2881	
Email:		evelyn@associatestaffing.com	john@aprecruiters.com	jsanchez@glstaffing.com	thad.jackson@labormaxstaffing.com	tslaffing@packplusinc.com	jeff@resumehounds.com
Contact:		Evelyn Looney	John Norcross	Jessie Sanchez	Thaddeus Jackson	Joseph A. Obadeyi	Jeffery Wilson
Unit	Description	Price per Unit	Price per Unit	Price per Unit	Price per Unit	Price per Unit	Price per Unit
%	Percent of Markup over the established hourly rate (option 1)	39.00	35.00	40.00	30.25	32.47	33.00
Hour	Fixed rate for Facilities Maintenance/ Parks Laborer (option 2)	\$ 13.90	\$ 15.86	\$ 14.00	\$ 10.00	\$ 17.18	
Hour	Fixed rate for Facilities Maintenance/Parks Laborer with drivers' license (option 3)	\$ 15.29	\$ 17.21	\$ 14.65	\$ 10.00	\$ 17.18	
Hour	Fixed rate for Services Division Laborer (option 2)	\$ 13.90	\$ 17.55	\$ 14.00	\$ 10.00	\$ 17.18	
Hour	Fixed rate for Service Division Laborer with drivers' license (option 3)	\$ 15.29	\$ 18.90	\$ 14.65	\$ 10.00	\$ 17.18	
Hour	Fixed rate for Water Resources Division Laborer (option 2)	\$ 13.90	\$ 18.22	\$ 15.00	\$ 10.00	\$ 17.18	
Hour	Fixed rate for Water Resources Division Laborer with drivers' license (option 3)	\$ 15.29	\$ 19.57	\$ 15.65	\$ 10.00	\$ 17.18	
(as noted)	Other fees/charges if applicable – Please explain	None	Overtime billed at 1.5 times the standard rate	None	N/A	N/A	N/A
							No rate submitted

ards: **Primary** - **Secondary** - **Tertiary**

anned by: John Cmar
nessed by: Duke Basha

KT Black Services, LLC was declared non-responsive due to missing over 50% of documentation requested
Diskriter, Inc. was declared non-responsive due to missing on office within 30 miles of TOPB
Kemp Group International was declared non-responsive due to missing on office within 30 miles of TOPB
Spur Employment, Inc. was declared non-responsive due to missing on office within 30 miles of TOPB

AWARD BY VENDOR:**Labor Max Staffing**

1	Percent of Markup over the established hourly rate (option 1)	Primary
2	Fixed rate for Facilities Maintenance/ Parks Laborer (option 2)	Primary
3	Fixed rate for Facilities Maintenance/Parks Laborer with drivers' license (option 3)	Primary
4	Fixed rate for Services Division Laborer (option 2)	Primary
5	Fixed rate for Service Division Laborer with drivers' license (option 3)	Primary
6	Fixed rate for Water Resources Division Laborer (option 2)	Primary
7	Fixed rate for Water Resources Division Laborer with drivers' license (option 3)	Primary

Packplus, Inc.

1	Percent of Markup over the established hourly rate (option 1)	Secondary
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A & Associates

2	Fixed rate for Facilities Maintenance/ Parks Laborer (option 2)	Secondary
3	Fixed rate for Facilities Maintenance/Parks Laborer with drivers' license (option 3)	Tertiary
4	Fixed rate for Services Division Laborer (option 2)	Secondary
5	Fixed rate for Service Division Laborer with drivers' license (option 3)	Tertiary
6	Fixed rate for Water Resources Division Laborer (option 2)	Secondary
7	Fixed rate for Water Resources Division Laborer with drivers' license (option 3)	Secondary

GL Staffing Services

2	Fixed rate for Facilities Maintenance/ Parks Laborer (option 2)	Tertiary
3	Fixed rate for Facilities Maintenance/Parks Laborer with drivers' license (option 3)	Secondary
4	Fixed rate for Services Division Laborer (option 2)	Tertiary
5	Fixed rate for Service Division Laborer with drivers' license (option 3)	Secondary
6	Fixed rate for Water Resources Division Laborer (option 2)	Tertiary
7	Fixed rate for Water Resources Division Laborer with drivers' license (option 3)	Tertiary

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 093-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2018-30, Approving a Maintenance Contract and Issuance of a Purchase Order to Universal Beach Service Corp., for Beach Maintenance at the Town Public Beaches and Access Points in the Amount of \$49,200, and Establishing an Overall Budget of \$55,260.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated June 7, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 093-2018**
- ▣ **Bid Tab Sheet**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P. E., Director of Public Works

RE: Award Bid No. 2018-30 and Approve a Contract for Beach Maintenance Services
Resolution No. 093-2018

DATE: June 7, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 093-2018 awarding Bid No. 2018-30 and approving a maintenance contract to Universal Beach Service Corp., for the maintenance to the Town's public beaches and access points in the amount of \$49,200, and establishing an overall annual budget of \$55,260.

GENERAL INFORMATION

The Public Works Department historically has provided an in-house program to maintain a safe and appealing environment at the Town's public beaches for the residents and other beach goers. This is accomplished by an employee operating a tractor driven rake, grooming the sand and followed by hand removing litter and unwanted debris. One day a week the 15 public beach access points are patrolled and any litter or debris is removed. The approved FY18 operating budget for this program is \$114,834. This includes supervisory oversight.

In preparation of cost saving measures included in the 2018 CRTO, and the planned retirement of the operator performing this duty, this provided an opportunity to evaluate the program. Three (3) options were identified and included in the CRTO for consideration. At the March 2018 Town Council Meeting, as part of the presentation of the Executive Summary, the option selected was to outsource the beach cleaning task. Also included as part of the option was the coordination and contractor oversight responsibility to be shifted over to the Ocean Rescue Division. Staff prepared a scope of work to outline the level of service the in-house program provided, as well as other service level options, for consideration. A bid was received and opened on April 18, 2018.

During recent Budget Review Meetings, staff was given direction to begin the contract award process for the Option 2 segment, described as Monday and Friday service to the public beaches and litter removal from the public accesses. Included in the recommended contract award amount is the provision to authorize two (2) additional service events on an "as needed basis". By establishing the overall budget contingency of approximately \$6,000, this will allow four (4) additional cleaning events if needed.

FUNDING/FISCAL IMPACT

Sufficient funds remain in the FY18 budget for this project.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Eric Brown, P.E., Assistant Director of Public Works
Jane Le Clainche, Director of Finance
Chester Purves, Division Manger
Dean Mealy, Purchasing Manager

RESOLUTION NO. 093-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 2018-30, APPROVING A MAINTENANCE CONTRACT AND ISSUANCE OF A PURCHASE ORDER TO UNIVERSAL BEACH SERVICE CORP., FOR BEACH MAINTENANCE AT THE TOWN PUBLIC BEACHES AND ACCESS POINTS IN THE AMOUNT OF \$49,200, AND ESTABLISHING AN OVERALL BUDGET OF \$55,260.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby awards Bid No. 2018-30, approving a maintenance contract and authorizing the issuance of a purchase order to Universal Beach Service Corp., in the amount of \$49,200 for maintenance of the Town owned public beaches and access points, and establishes an overall budget of \$55,260.

Section 2. The Town Manager is hereby authorized to execute this contract on behalf of the Town of Palm Beach for this service.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work as recommended.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of July, 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk



TOWN OF PALM BEACH
Bid No. 2018-30
BEACH MAINTENANCE SERVICES
 Bid Opening: April 18, 2018 at 2 p.m.
TABULATION

 TOWN OF PALM BEACH Bid No. 2018-30 BEACH MAINTENANCE SERVICES Bid Opening: April 18, 2018 at 2 p.m. TABULATION			Vendor: Address: Universal Beach Service Corp. 107 NW 9th St. Delray Beach, FL 33444 Telephone: Cell: 561-441-2039 Office: 561-272-1400 Email: clayton@universalbeachservices.com Contact: Clayton Peart		
Line	Description	Unit	Est Qty	Unit Price	Annual Cost
1	Mid-Town Public Beach Area Raking & Litter Removal, as specified	Month	12	\$ 3,500.00	\$ 42,000.00
2	Phipps Park/Par 3 Public Beach Area Raking & Litter Removal, as specified	Month	12	\$ 3,500.00	\$ 42,000.00
3	Public Beach Access Locations Litter Removal, as specified	Month	12	\$ 380.00	\$ 4,560.00
Total - Items 1 thru 3				\$	88,560.00
OCCURRENCE LOCATIONS					
		Unit		Total	
4	OCCURRENCE 1 - Mid-Town Public Beach Area Manual removal and cleaning of defined debris as specified	Hour		\$	150.00
5	OCCURRENCE 1 - Phipps Park/Par 3 Public Beach Area Manual removal and cleaning of defined debris as specified	Hour		\$	150.00
6	OCCURRENCE 2 - Mid-Town Public Beach Area Unscheduled manual removal of large debris as specified	Event		\$	750.00
7	OCCURRENCE 1 - Phipps Park/Par 3 Public Beach Area Unscheduled manual removal of large debris as specified	Event		\$	750.00
OPTION 1 - As-Needed					
		Unit		Total	
8	Additional raking and litter removal as requested by the Town As Needed – Normal Working Hours, as specified	100 LF		\$	115.00
9	Additional raking and litter removal as requested by the Town As Needed – After Normal Working Hours, as specified	100 LF		\$	115.00
OPTION 2 - Monday & Friday Service Only					
		Unit	Est Qty	Unit Price	Annual Cost
10	Mid-Town Public Beach Area Raking & Litter Removal Monday and Friday only, as specified	Month	12	\$ 1,800.00	\$ 21,600.00
11	Phipps Park/Par 3 Public Beach Area Raking & Litter Removal Monday and Friday only, as specified	Month	12	\$ 1,800.00	\$ 21,600.00
Total - Items 10 & 11				\$	43,200.00

Opened by: John Cmar
 Witnessed by: Duke Basha

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 094-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$123,764 to Applied Technology & Management, Inc., For Town-wide 2018 Annual Physical Surveys, and Establishing a Physical Monitoring Budget of \$138,000.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated June 25, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 094-2018**
- ▣ **ATM Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Approve a Purchase Order for 2018 Annual Physical Surveys
Resolution No. 094-2018

DATE: June 25, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 094-2018 approving a purchase order to Applied Technology & Management, Inc. (ATM), in the amount of \$123,764 and establishing a project budget of \$138,000 to complete the Town-wide Annual Physical Surveys.

GENERAL INFORMATION

Physical monitoring of the Town's beaches is essential for coastal management. Physical monitoring provides engineers and regulators the necessary information to track the performance of previously constructed coastal projects and to design permissible storm protection and erosion control projects in the future.

The physical monitoring procedure includes surveying both above the water (topographic), and below the water (bathymetric). Each year the Town performs surveys starting from a given point on land with a known horizontal position and vertical elevation established by the Florida Department of Environmental Protection (FDEP). Horizontal and vertical data is collected from this given point, perpendicular to shore, and out to a specific depth offshore. Using this data, a cross section of each beach profile can be drawn which follows the movement of sand within the profile.

For the past eleven annual events, the Town has tasked an engineering consultant to provide a Town-wide analysis of physical monitoring surveys, comparing the newly collected data with the previously collected data. The analysis is compiled into a report that is provided to the Town. This "Sediment Budget" report assists the Town with keeping track of the sand currently within the coastal system of the Town limits.

During the Beach Management Agreement (BMA) process, FDEP and other BMA participants noticed the benefits of the “Sediment Budget” report. The monitoring program of the BMA shoreline was developed using the “Sediment Budget” report as a guide. This BMA monitoring program now includes the tasks previously performed for the “Sediment Budget” report and has slightly expanded the scope to meet the regional approach of the BMA.

The scope of work prepared by both ATM and Wantman Group, Inc. (WGI) is sufficient to complete the fieldwork and the data reporting to prepare the required BMA annual “Sediment Budget” report. The 2018 physical monitoring effort includes additional intermediate surveys in the Phipps Ocean Park area to specifically monitor the performance of the beach nourishment project.

FUNDING/FISCAL IMPACT

Town Council approved the FY18 Coastal Management Program Budget which includes sufficient funds for all related tasks within ATM’s June 18, 2018 Annual Beach Physical Monitoring Proposal. Town staff requests approval of ATM’s proposal as well as a small contingency, and establishing a task budget of \$138,000 for the complete Town-wide Annual Physical Surveys.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This proposed Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jane La Clainche, Director of Finance
Robert Weber, Coastal Program Manager
John C. Randolph, Town Attorney
Dean Mealy, Purchasing Manager

RESOLUTION NO. 094-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$123,764 TO APPLIED TECHNOLOGY & MANAGEMENT, INC., FOR TOWN-WIDE 2018 ANNUAL PHYSICAL SURVEYS, AND ESTABLISHING A PHYSICAL MONITORING BUDGET OF \$138,000.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Applied Technology & Management, Inc. (ATM), in the amount of \$123,764 for Town-wide 2018 Annual Physical Surveys, and establishes a Physical Monitoring Budget of \$138,000.

Section 2. The Town Manager is hereby authorized to execute this contract on behalf of the Town of Palm Beach for these professional services.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work, as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of July 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk



June 18, 2018

Rob Weber
Coastal Program Manager
Public Works Department
P.O. Box 2029
Palm Beach, FL 33480-2029

**RE: 2018 Town Wide Annual Beach Physical Monitoring
Project Proposal**

Dear Mr. Weber:

Please find attached our proposal for the above referenced project. This effort will be conducted with primary support provided by Wantman Group, Inc. (WGI) for survey and aerial photography. Their proposal is provided as an attachment to this letter in addition to ATM's cost summary.

This Work Order, when executed, shall be incorporated in and become an integral part of the Agreement for professional services between the Town of Palm Beach (TOWN), Florida and Applied Technology & Management (CONSULTANT), hereafter referred to as the Agreement.

Introduction

At the request of the TOWN, the CONSULTANT shall provide coastal surveying, analysis and reporting services to support 2018 Town-wide physical monitoring efforts. The physical monitoring field surveys will be conducted by a sub-contractor (WGI) in close coordination with the CONSULTANT under a separate (attached) Scope. This Scope includes all efforts required to collect and analyze physical monitoring survey data consistent with the Beach Management Agreement (BMA). This proposal includes a storm response survey task though it is acknowledged that this task is not specifically authorized under the annual monitoring and would be initiated only on an as needed basis as directed by the TOWN.

This effort will be conducted on a Time and Materials Not to Exceed Basis at rates consistent with the CONSULTANT's General Services Agreement with the TOWN.



Scope of Services

The following is a description of the Scope of Services to be provided under this Work Proposal. The CONSULTANT shall provide the following services:

Task 1 – Beach Profiles, Bathymetric Surveys and Aerial Photography

Survey data will be collected as defined within the proposal letter from WGI dated June 15, 2018 (included in whole by reference). ATM will coordinate survey execution and provide QA/QC of all survey data prior to submission to the Town. Survey tasks include the collection of profile data north of the Lake Worth Inlet in addition to Town-wide beach profile surveys and aerial photography.

Task 1 Deliverable: ATM will submit task deliverables to the Town as defined within the proposal letter from WGI dated June 15, 2018.

Task 2 – Town-Wide Physical Monitoring Analysis

Under this task, the CONSULTANT shall perform Town-wide physical monitoring data analysis and reporting efforts consistent with previous annual monitoring efforts, the Beach Management Agreement (BMA) and TOWN Staff consultation. This will include the evaluation of erosion and accretion trends along the extent of the TOWN's beaches. The CONSULTANT will update the TOWN's sediment budget in a manner consistent with previous studies and provide a summary of shoreline and volumetric performance. No specific geomorphic change plots will be prepared. The analysis will include volumetric changes for beach area north of Lake Worth Inlet including the expanded settling basin. Results of this analysis will be presented in tables and figures suitable for inclusion within the annual Town-wide report. Results of the study will be presented at the BMA annual update meeting and to the Shore Protection Board.

Task 2 Deliverable: Results of this analysis will be summarized within an annual physical monitoring report and PowerPoint document which will be presented to the Shore Board and at the BMA annual status update meeting.

ATM will submit a draft report to the TOWN within 75 days of data collection. Upon receipt of comments from the TOWN regarding the draft report, ATM will incorporate these comments into the document and submit the final report to the TOWN.

Compensation

This effort will be conducted on a Time and Materials Not to Exceed Basis for a total cost of **\$123,764**. Task costs are summarized below and a detailed cost breakdown is provided as an attachment.



Table 1
Cost Breakdown by Task

	Task Description and Breakdown	ATM Total Labor	Sub-consultant*	Internal Direct Expenses*	Total Task Budget
Task 1	Physical Monitoring Surveys and Aerial Photography				
	Physical Monitoring Surveys (Beach Profiles)	\$1,216	\$59,000	\$0	\$60,216
	Aerial Photography (2 Events)	\$712	\$29,000	\$0	\$29,712
	Total Cost - Task 1	\$1,928	\$88,000	\$0	\$89,928
Task 2	Town-Wide Survey Analysis and Reporting				
	Physical Monitoring Survey Analysis	\$20,308	\$0	\$500	\$20,808
	Report and Exhibit Preparation and Presentation	\$13,028	\$0	\$0	\$13,028
	Total Cost - Task 2	\$33,336	\$0	\$500	\$33,836
	Total Task Order Costs	\$35,264	\$88,000	\$500	\$123,764

Project Schedule

Physical monitoring surveys will be conducted (weather permitting) within the August timeframe or as directed by Town Staff.

Should you have any questions regarding this proposal, please feel free to contact me at your convenience.

Sincerely,

Applied Technology & Management, Inc.



Michael G. Jenkins, Ph.D., P.E.
Coastal Engineering Principal

cc: Wantman Group, Inc. (WGI)



APPLIED TECHNOLOGY & MANAGEMENT, INC.

Coastal, Environmental, Marine & Water Resources Engineering

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 095-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$199,523 to Coastal Eco-Group, Inc., For the 2018 Annual FDEP BMA Cell-Wide Biological Monitoring, and Establishing a Cell-Wide Biological Monitoring Phase Budget of \$220,000.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated June 25, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 095-2018**
- ▣ **Coastal Eco-Group Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Approve a Purchase Order for 2018 FDEP BMA Cell-Wide Biological Monitoring
Resolution No. 095-2018

DATE: June 25, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 095-2018 approving a purchase order to Coastal Eco-Group, Inc. (CEG), in the amount of \$199,523 to complete the State of Florida Department of Environmental Protection (FDEP) Beach Management Agreement (BMA) required annual 2018 Palm Beach Island Cell-Wide Biological Monitoring, and establishing a Biological Monitoring Phase budget of \$220,000.

GENERAL INFORMATION

Coastal Eco-Group, Inc. (CEG), and their sub-consultant Tetra Tech, Inc., have together performed the majority of the biological monitoring for the Town since 2009. These two (2) firms worked together with FDEP and the BMA participants to develop a biological monitoring program for the BMA that was acceptable to all applicable parties.

The CEG comprehensive scope of work, dated June 12, 2018, includes two (2) primary tasks that are required to meet regulatory obligations under the BMA. These tasks include nearshore environmental resources mapping, and both benthic and sedimentation analyses. Phipps Ocean Park Beach Nourishment Project Year 2 post-construction monitoring, required by the U.S. Army Corps of Engineers, will be performed under a separate authorization. CEG's scope of work satisfies all other regulatory required biological monitoring for the 2018 calendar year.

Town staff is working with FDEP staff to identify any potential State cost-sharing for this regionally beneficial work effort. The Town has been successful in previous years with obtaining State cost-sharing for annual required biological monitoring work.

FUNDING/FISCAL IMPACT

The Coastal Protection Fund includes sufficient funds to accomplish CEG's June 12, 2018 annual BMA required scope of work proposal. Town staff recommends approval of CEG's proposal of \$199,523 with a ten percent (10%) contingency, establishing a phase budget of \$220,000 to complete the annual BMA biological monitoring fieldwork, analysis, and reporting.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This proposed Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Jane Le Clainche, Director of Finance
Robert Weber, Coastal Program Manager
Dean Mealy, Purchasing Manager

RESOLUTION NO. 095-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$199,523 TO COASTAL ECO-GROUP, INC., FOR THE 2018 ANNUAL FDEP BMA CELL-WIDE BIOLOGICAL MONITORING, AND ESTABLISHING A CELL-WIDE BIOLOGICAL MONITORING PHASE BUDGET OF \$220,000.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Coastal Eco-Group, Inc. (CEG), in the amount of \$199,523 for the 2018 annual FDEP BMA Cell-wide Biological Monitoring, and establishes a cell-wide biological monitoring phase budget of \$220,000.

Section 2. The Town Manager is hereby authorized to execute this contract on behalf of the Town of Palm Beach for these professional services.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work, as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of July 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk



Coastal Eco-Group, Inc.

665 SE 10th St. Suite 104
Deerfield Beach, FL 33441
(954)591.1219 Phone • (954)653-2981 Fax
www.coastaleco-group.com

June 12, 2018

Mr. Robert Weber, Coastal Program Manager
Town of Palm Beach Public Works Department
951 Old Okeechobee Road
West Palm Beach, FL 33401

**Re: Proposal for the 2018 FDEP Beach Management Agreement Cell-Wide
Hardbottom Monitoring and 2018 Hardbottom Map**

Dear Mr. Weber:

Coastal Eco-Group is pleased to provide the Town of Palm Beach with the following proposal for the 2018 Environmental Monitoring Program based on the requirements of the Florida Department of Environmental Protection (FDEP) Beach Management Agreement (BMA). This proposal is being submitted to the Town on a Time and Materials – Not to Exceed basis for the services as described herein.

The scope and cost estimate contained herein have been collaboratively developed by professionals from the Coastal Eco-Group team. Teaming partners include Tetra Tech, Inc. and Nova Southeastern University. Ms. Cheryl Miller will serve as Project Manager and Principal Scientist for this effort.

This proposal has been divided into two tasks based on mapping and monitoring/reporting tasks of the BMA and the 2015 Mid-Town Beach Nourishment Project regulatory requirements. Task 1 is creation of the 2018 hardbottom map based on digitization of exposed hardbottom in aerial photography and nearshore hardbottom edge mapping of the entire BMA cell. Task 1 includes participation and presentation in public meetings for the BMA and an annual meeting with DEP. Task 2 is the Mid-Town regulatory project monitoring, BMA transect monitoring, and data analysis and reporting required by the BMA. Mid-Town is the only project with project monitoring for regulatory assurance in the BMA.

The specific scope of work to be implemented is described in the BMA, Appendix B– Cell-Wide Monitoring and Mitigation Plans. Language repeated directly from the BMA is shown in *italics* below.

Task 1. 2018 Hardbottom Edge Mapping and Creation of 2018 Hardbottom Map

A baseline benthic habitat map for the BMA was created in 2014 using aerial imagery from July and November 2014. Map creation included *in situ* verification of hardbottom edges.

Work performed under Task 1 involves digitization of exposed hardbottom in 2018 aerial photography using ArcGIS 10.6, including inter-observer QA-QC, following the standards used to develop the Town's historic hardbottom GIS database in the BMA. The nearshore hardbottom edge of the entire BMA cell (FDEP control monument R-76 to R-151) will be mapped by divers, and a final hardbottom map will be developed. These tasks correspond to the below BMA requirements.

Aerial photo survey and analysis of hardbottom distribution

Biannual aerial photography will be used to map the hardbottom along the BMA area twice a year and will serve as a data comparison for the in situ nearshore hardbottom edge mapping work in the summer. Having the additional aerial photo survey during the winter months will provide information on seasonal variability of hardbottom exposure. Department approved aerial photographic methods will be employed to collect aerial photography sufficient for analysis and delineation of hardbottom distribution within the cell. The acreage of exposed hardbottom in the specified zones of the cell area will be estimated and followed by a field verification of the outlined hardbottom areas, specifically on the shoreward edge (through the hardbottom edge mapping, as described in B.2.c.ii. below) and then the hardbottom will be digitally mapped using GIS. The acreage of exposed hardbottom in the specified zones of the cell area will be based primarily on aerial imagery that may be adjusted using diver observations conducted as close as possible to the imagery flight.

Nearshore Hardbottom Edge Survey

The nearshore hardbottom edge (western border of exposed hardbottom areas), or the position of the landwardmost visible border between sand and hardbottom defined by emergent biota, as well as the relief characteristics of the edge, will be mapped by a diver swimming with a differential global positioning system (DGPS). The diver shall tow a radio telemetry buoy with a DGPS antenna mounted on it. The buoy shall be on the shortest possible tether, such that the buoy is directly over the diver. The positioning system is a survey-grade DGPS which transmits continuous positions to ArcGIS or HYPACK hydrographic survey software on board the survey vessel with correction from a U.S. Coast Guard Navigational Beacon. The locator automatically acquires and simultaneously tracks GPS satellites and precisely measures code phase and Doppler phase shifts and then computes time, latitude, longitude, height, and velocity once per second. The positioning data is tracked using the positioning program. All data obtained are recorded on the computer's hard disk and copied to external storage at the end of each day.

The nearshore hardbottom edge is located in the intertidal/subtidal zone in Reaches 7 through 10 and portions of Reach 2. Due to the shallow water depths of these features, the nearshore edge in these areas will be mapped by qualified biologists using a handheld Trimble Geo 7x DGPS (or comparable) system. The field team will carry the Trimble unit as they walk/swim around the hardbottom feature at the sand/rock interface. The Trimble Geo 7x shall collect data every second during the edge mapping.

Task 2. Mid-Town Regulatory Transects and BMA Transect Field Survey and Annual Data Analysis/Report Development

Table 1 provides a list of the regulatory Mid-Town transects with transect lengths from the 2014 survey, and Table 2 provides the Mid-Town sediment transects. Table 3 lists the BMA transects and Mid-Town BMA extensions to be surveyed in 2018. If exposed hardbottom is observed seaward of the BMA transects listed in Table 3 during the 2018 survey, the transects will be extended to the length of exposed hardbottom, and sediment depth/line intercept monitoring shall be performed across the full cross-shore extent at the time of the 2018 survey. The seaward end of exposure in 2018 will be marked with a 6-inch PK nail, and DGPS coordinates will be recorded.

Table 1. Town of Palm Beach Mid-Town Regulatory Transects

Transect	Transect length (m)	Pre-Construction Survey
R-90	200	12/16/2014
R-91	200	12/16/2014
R-92	200	12/15/2014
R-93	200	12/15/2014
R-95 Breaker's (Artificial)	185	12/17/2014
R-97	75.2	12/15/2014
R-98	94	12/15/2014
R-99	95	12/16/2014
R-100	117	12/16/2014
R-101	107.3	12/16/2014

ENVIRONMENTAL MONITORING SURVEY METHODS

Transect Survey Methodology

During the monitoring event, the transect shall be set up (plotted) by a diver extending a measuring tape the distance of the transect, with each end secured to the end of the transect by a permanent pin. Sediment measurements shall be made, a video survey shall be conducted, and benthic quadrat sampling shall occur along the transect to measure the types and distribution of the benthic communities, as well as the relief and sedimentation features of the hardbottom. The sediment measurements shall be the first data collection event to occur following set up of the transect in order to have the least sediment disturbance. Video data and benthic quadrat surveys will follow sediment measurements. Transects include all data collections listed below, unless specified to be "sedimentation only" transects. If "sedimentation only" transects are specified, only that protocol shall be utilized.

Table 2. Town of Palm Beach Mid-Town Sediment Transects

Transect	Length of Transect (m)	Pin Locations	Sand Trough Locations
T14	200	0m (EB), 10m (EB), 50m (SR), 100m (EB), 145m (SR), 188m (SR), 200m (LR)	148 m - 188 m
T13	200	0m (LR), 70m (LR), 100m (EB), 140m (SR), 200m(LR)	150 m - 190 m
T9	194	0m (LR), 20m (SR), 50m (SR), 77m (SR), 177m (SR), 194m (LR)	80 m - 170 m
T8	56	0m (LR), 10m (LR), 56m (LR)	-
T7	62	0m (LR), 12m (LR), 48m (SR), 62m (LR)	-
T6	83	0m (LR), 12m (LR), 50m (SR), 83m (LR)	-
T5	78	0m (LR), 10m (LR), 50m (SR), 78m (LR)	-
T4	90	0m (LR), 10m (LR), 50m (SR), 90m (LR)	-

Table 3. BMA Transects, Offshore Stations, and Mid-Town BMA extensions

Transect	Length (m)	Date of Installation	Baseline Survey Date
R-80.5	150	6/22/2015	8/13/2015
R-83	156.8	6/22/2015	7/16/2015
R-88	172	10/30/2014	12/17/2014
R-90 ext.	82	10/20/2014	12/16/2014
R-91 ext.	108	10/3/2014	12/16/2014
R-92 ext.	125.6	10/17/2014	12/15/2014
Station R-92	22	6/22/2015	7/16/2015
R-93 ext.	3	10/17/2014	12/15/2014
R-94	281	10/29/2014	12/17/2014
Station R-94	22	6/22/2015	7/16/2015
R-95 Breaker's Natural	60	10/22/2014	12/17/2014
R-103	151	10/29/2014	12/17/2014
R-113	2.2	10/30/2014	12/18/2014
R-115	15.5	10/30/2014	12/18/2014
R-116	29.5	10/30/2014	12/18/2014
R-132	117	10/30/2014	12/18/2014
R-133	143	10/30/2014	12/18/2014
R-136	137	6/19/2015	7/16/2015
R-139	67	6/19/2015	7/16/2015
R-142	125.5	6/19/2015	7/15/2015
R-145	157.4	6/19/2015	7/15/2015

Sediment Measurements: Line Intercept and Sediment Depth Measurements.

In order to track changes in sediment cover over and across the hardbottom within the cell, line intercept and sediment depth measurements will be conducted along each transect. These surveys shall be conducted first, after the transect is set up, in order to measure undisturbed sediments. These surveys provide documentation of sediment cover and movement over the hardbottom, as well as information about where sediment accumulation is occurring over hardbottom.

- i. Interval sediment depth measurements document sediment movement and dynamics within each transect. Sediment depth shall be measured and recorded to the nearest centimeter, at every other meter mark (0m, 2m, 4m, etc.). For the measurement, a stainless-steel ruler, graduated in centimeters (0 cm to 30 cm), shall be pressed through the sediments until the ruler reaches surface of hard substrate or totally immersed in sand. Sand thickness of less than 0.5 cm will be recorded as 0, more than 0.5 cm but equal or less than 1 cm will be recorded as 1cm, etc. Measurements greater than 30 cm will be recorded as >30 cm. Measurements shall follow the entire length of the transect excluding sand patches over 0.5m that would be recorded in the line intercept survey, as described below. Measurements would be recorded in a table printed in waterproof paper, labeled in 2m increments with the transect number. For reporting purposes, results will be summarized in a Microsoft Excel format spreadsheet. Annual reports shall include average sediment depths for each transect, the entire monitoring area, and for zones 0-30m; 30m-60m; 60m- 100m; and 100m -150 (200) m, or more detailed if necessary.*
- ii. The line-intercept survey would be used to document larger areas of uninterrupted sand (patches and troughs over 0.5m measured width along the transect). Sediment dynamics within the monitoring area are characterized by changes in dimensions of such sand patches. The western and eastern edge of each sand patch/trough will be recorded during the line-intercept survey.*

Sediment depth will be measured at one point, in the middle of the patch, if the patch is 0.5 m to 1.5 meters wide, and at three points if the patch width is over 1.5 m (0.5m from each edge into the patch and in the middle of the patch). For reporting purposes, patches will be graphically displayed in a bar graph of each transect for the comparison of their dynamics over time.

Video Surveys of Transects

The video survey of the transect serves as an archived data set for reference or resolution of unclear data from the quadrat and sediment surveys. As mentioned above and prior to the survey, a measuring tape should be extended along the length of the transect, in order to clearly mark the location along the transect in meters for accurate video reference. The video of hardbottom along each transect will be taken using a digital camera, with the videographer swimming at a rate no faster than five (5) meters per minute, and holding the camera at a height of forty (40) centimeters above the hardbottom. A convergent laser guidance system shall be utilized to indicate the precise height of the camera at 40 cm from the bottom. Prior to commencement and at the end of each transect line documentation, an underwater display containing the transect number, depth, and date will be videotaped and integrated directly onto the digital video record; additionally, a 360° panoramic view will be recorded both at the

beginning and at the end of each transect from the elevation of about 1m above bottom and at the angle about 30° to the horizon. Geographic Positioning System (GPS) navigational coordinates (Florida State Plane Coordinate System, East Zone NAD 83) of the video transect locations will be overlaid on recent aerial photography and included in the project monitoring reports.

Quadrat Data Collection Along Transects

Benthic communities and their habitats will be characterized quantitatively using the quadrat method, which samples quadrat areas of habitat at certain points along a transect*. The intent of the sampling is to sample the same quadrat areas in each annual survey to be able to document changes in communities over time.

The northeast corner of the quadrat will align with a particular meter mark of transect, and a nail will be installed to mark the location of this meter mark, in order to facilitate repeat sampling of the same quadrat in successive surveys. Quadrats shall be plotted avoiding areas of sand cover. Enough quadrats must be used to sample a 10 m² sampling area for each 150 meters of transect. Quadrats 1.0 m² or 0.5m² in size can be used to sample the hardbottom community along each transect to make at least 10 m² sampling area per transect** (if the larger quadrat sizes are selected, fewer samples will be required). Quadrats will be distributed along the transect to have at least 2.5m² to 3.5m² sampling area (enough to characterize) for the following zones 0-30m; 30m-60m; 60m- 100m; 100m to 150m (or up to200m if longer) and 200m- 300m (or up to 400m if longer).

Quadrat monitoring includes the following measurements:

- i. Hardbottom relief measurements;
- ii. Species documentation (this shall include functional groups including algae and benthic sessile organisms, % cover of these groups if >1%, and octocorals and stony coral specific measurements);
- iii. Sediment depth; and
- iv. Percent cover by sediments

Datasheets will have a standardized layout similar to that used in BEAMR (Baron and Lybolt, 2006), and will simplify data collection and entry for statistical treatment.

Visual estimates of percent cover of all sessile benthos shall be pooled to 15 major functional groups. Functional groups are: sediments*, macroalgae**, turf algae***, encrusting red algae****, sponges, hydroids, octocorals, scleractinian corals, tunicates, bare hard substrate, zoanthids, hydrocorals *Millepora* sp., sessile worms (including wormrock, *Phragmatopoma* spp.), bivalves, and bryozoans. Each functional group is given a percent cover value (0-100%, with a minimum of 1%; if less than 1%, the functional group or a species is simply listed) and the total cover of all functional groups is 100%. The macroalgae percent cover will be characterized by total cover, and percent cover by the dominant macroalgae (if a particular species/genus has >5% cover). All other macroalgae will be also identified at least to the genus level and listed. The quadrat in situ method is limited to organisms that can be visually recorded and identified in the field, similarly to all other non-invasive and non-consumptive methods of sampling.

Each colony of octocoral and scleractinian coral will be identified, as well as the maximum height for octocorals, and the width for scleractinian corals will be measured to the nearest centimeter. The smallest size recorded is one (1) centimeter; for colonies less than one (1) centimeter the record would be <1cm. Octocorals will be identified to at least the genus level, and scleractinian corals will be identified to the species level. Abnormal conditions of each colony will be recorded (e.g., bleaching, disease, predation, etc.).

In addition to the species being recorded within the quadrats, all species of benthic invertebrates (identified to at least genus level) will be recorded within a 1 meter belt.

** Sediments characterized by circling of the descriptor, or giving short additional characterization (e.g., rubble, or circled descriptor sand and then + shell hash, etc.)*

*** Macroalgae include fleshy macroalgae and geniculate calcareous algae, e.g. Halimeda); non-geniculate calcareous branching red algae write separately*

**** Turf algae include all algae with thallium less than 10mm and forming dense cover*

***** Encrusting red algae recorded separately for non-calcareous and calcareous (% + %)*

A single Access database has been developed to manage all biological data collected for the BMA. Preparation of the data deliverables (Microsoft Access database of monitoring data and electronic library of raw monitoring data); and statistical analyses and annual report preparation according to BMA guidelines will be completed under this task.

Data Analysis and Product Development

Quantitative data on the major benthic biological components, e.g., percent cover, abundance, distribution by size, and species lists as well as a statistical evaluation and comparison (paired or multiple) of the data collected along the permanent transects will help to determine the amount of the hardbottom type and ecological functions over time. This will determine if the ecological functions of the hardbottom habitat are impacted by a beach nourishment project. This database would facilitate efficient QA/QC operations, data management, and will also be filed to a uniform GIS database. The results of these analyses will be included in the yearly reports due to the Department. The following are required.

- i. Multivariate Benthic Community Analyses and Univariate Analyses of Physical Habitat Data. *A table of hardbottom types (according to the classification system for the BMA) will be maintained annually to evaluate and track the changes in communities over time. It will be used to determine 1) if the amount of each type of hardbottom is being maintained over time and the natural variability of the fluctuations of that type; and 2) if a loss is due to a project. Unanticipated project induced impacts will initiate compliance and enforcement action. Once natural variation can be conclusively determined within the cell, this information could be utilized for better resource management in future regulatory actions.*
- ii. Statistical Tests. *The following includes a list of suggested statistical tests to be performed with each single survey dataset to compare between annual surveys as well as between annual survey and the Habitat Map of Hardbottom:*

- a. Percent Cover - Benthic Functional Groups. The simplest and one of the most effective statistical comparisons is provided by the estimations of % changes in cover, biodiversity, size class distribution, area of distribution, sediment cover, and sediment thickness. Changes expressed in percentages provide the clearest picture of the changes occurring in the hardbottom communities as a result of each nourishment or natural event. These results are to be presented in tabulated and graphical form. It is also important to understand that the statistical significance of change in the absolute value of a parameter or in %, does not necessarily reflect a critical threshold e.g. in sediment accumulation that can change the character of hardbottom community; such thresholds can be identified only experimentally.
- b. Similarity Analyses.
 - i. Non-Parametric Statistics using PRIMER-E (v6) (Clark and Gorley, 2006), such as the following listed below:
 - a. Similarity matrix – Bray-Curtis and/or Euclidean Distance similarity matrices display similarity between samples for further analysis. This should be calculated between every pair of samples.
 - b. Cluster analysis with Similarity Profile (SIMPROF) – Simple agglomerative, hierarchal clustering which creates a dendrogram from a similarity matrix to display significant differences.
 - c. MDS ordination – A complex numerical algorithm based on a similarity matrix among samples (transects). This constructs a “map” of the samples which attempts to satisfy all the conditions imposed by the rank similarity matrix.
 - d. Analysis of Similarity (ANOSIM) – Operate on a resemblance matrix and carry out an approximate analogue of the standard univariate 1- and 2-way ANOVA tests. Allows for the test of the null hypothesis that there are no assemblage differences between groups of samples specified by the factors. Generates a histogram and provides R-statistic and p-values.
 - e. Similarity of Percentage (SIMPER) – Looks at the role of individual taxa in contributing to the separation (dissimilarity) between two groups of samples (e.g., Artificial vs. Natural).
 - f. Second Stage Analysis (2STAGE) – Gives a succinct summary in a 2-d picture of the relationship between the multivariate sample patterns under various choices (e.g., a disturbance in the temporal patterns of controls vs. impact could be detected by a 2STAGE analysis). This includes resemblance, MDS and ANOSIM.
 - ii. Parametric Statistics such as the following listed below:
 - a. T-test – used to determine significant differences based on average percent cover, density, richness, etc. Paired, homoscedastic, and heteroscedastic. Provides p-value to compare to pre-determined alpha.
 - b. ANOVA – A test of the statistical significance of the differences among the

mean scores of two or more groups on one or more variables. In the event scores differ, non-parametric ANOVA or a generalized linear model may be utilized to account for the nature of this data.

c. Shannon Diversity Index (H') – Measures diversity in categorical data. It is simply the information entropy of the distribution, treating species as symbols and their relative population sizes as the probability.

d. Pielou's Evenness Index (J') – A measure of biodiversity which quantifies how equal the populations are numerically. Based on Shannon Diversity Index.

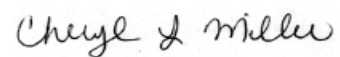
The report to be developed for the BMA study area will include 2018 aerial photography provided by the Town of Palm Beach with the summer 2018 hardbottom edge survey as an overlay; sediment analyses including bar graphs depicting sediment patch data and average sediment depths of transects and cross-shore zones; benthic community analysis and change, and statistical analysis of data. An annual monitoring summary presenting the 2018 survey results, interpretations, trends, and comparison to the baseline survey data will be submitted within 120 days of the completion of the 2018 survey. The final report will be submitted as a PDF file; two hard copies of the final 2018 report will be provided to the Town.

The commencement dates of the surveys will be reported to the FDEP approximately 7 days prior to beginning the work effort. All raw data (including shape files, copies of field data sheets, video and still photos) shall be provided to the Department in electronic format upon completion of the survey.

The total estimated cost of this proposal is **\$199,523** and is submitted on a Time & Materials – Not to Exceed basis. The total cost of Task 1 is **\$70,362**, and the total cost of Task 2 is **\$129,161**.

Thank you for the opportunity to work with the Town of Palm Beach. Please contact me at 954-591-1219 or via email at cmiller@coastaleco-group.com if you have any questions regarding this proposal.

Sincerely,



Cheryl L. Miller

President, Principal Scientist
Coastal Eco-Group, Inc.

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 096-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$81,878 to Coastal Eco-Group, Inc., for FDEP Required Mid-Town Mitigation Through the Port of Palm Beach Berth 1 Orphan Coral Relocation Project, Establishing a 2018 Coral Nursery Mitigation Phase Budget of \$90,000, and Approving an Interlocal Agreement Between the Town of Palm Beach and the Port of Palm Beach for Cost-Sharing of Related Work.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated June 25, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 096-2018**
- ▣ **Coastal Eco-Group, Inc.**
- ▣ **Interlocal Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Approve a Purchase Order for 2018 Mid-Town Coral Nursery Mitigation Through the Port of Palm Beach Berth 1 Orphan Coral Relocation Project
Resolution No. 096-2018

DATE: June 25, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 096-2018 approving a purchase order to Coastal Eco-Group, Inc. (CEG), in the amount of \$81,878 to conduct the State of Florida Department of Environmental Protection (FDEP) required Mid-Town mitigation, and establishing a 2018 coral nursery mitigation phase budget of \$90,000.

Additionally, staff recommends that Town Council authorize the Mayor or Town Manager to enter into an agreement with the Port of Palm Beach to cost-share the coral relocation project and reduce the net cost to the Town by \$29,442 from \$81,878 to \$52,436.

GENERAL INFORMATION

While the Town was in the permitting process for the 2015 Mid-Town Beach Nourishment project, the Town worked with FDEP staff to address environmental concerns associated with the previous Mid-Town projects in 2003 and 2006. Town staff successfully obtained a permit modification in 2013 to assess direct and indirect impacts to natural resources through the State's Unified Mitigation Assessment Method (UMAM) which were substantially less than originally permitted. The ability to utilize UMAM allows impacts associated with the two previous Mid-Town nourishment projects to be mitigated appropriately.

The Port of Palm Beach (Port) is pursuing work in Berth 1. The work includes construction of new sheet piles to replace existing piles. The existing wall has hundreds of corals that must be transplanted before the wall is replaced. These 'corals of opportunity' can be relocated to the Town's 0.8-acre artificial reef. Per state permit, the Town has an annual obligation to relocate approximately 500 corals per year for a 10-year period at an annual appropriated cost of \$200,000. The cost of locating corals can be expensive. Having potentially hundreds of corals already located and identified in Berth 1 presents a significant savings to the Town. We anticipate being able to satisfy more than one years' worth of mitigation with this single effort. Surveys suggest that there may be as many as 850 corals greater than 3 cm in diameter on Berth 1.

The Town and the Port have previously worked collaboratively on coral transplantation efforts and Port staff has expressed interest in working again with the Town. Subject to approval from the Port Commission, the Port would pay \$29,442 toward the Town's coral transplant effort using corals from Berth 1. This amount is equivalent to the cost to relocate 300 corals that the Port is required per U.S. Army Corps of Engineers permit. The 300 corals are still applicable to the Town's coral relocation total as the mitigation is a state obligation and not a federal obligation. In addition, the Port would cost share \$5,000 annually for a three-year monitoring effort. Town staff requests that Town Council authorize the Mayor or Town Manager to execute a cost-share agreement with the Port.

The Town continues to implement the long-term nursery program. The CEG June 25, 2018 scope of work proposal includes all the required field work to satisfy at least another year of the program. Reporting will be performed under a separate authorization.

FUNDING/FISCAL IMPACT

The Coastal Protection Fund includes sufficient funds to accommodate CEG's June 25, 2018 scope of work proposal of \$81,878 and a phase budget of \$90,000.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This proposed Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Jane Le Clainche, Director of Finance
Robert Weber, Coastal Program Manager
Dean Mealy, Purchasing Manager

RESOLUTION NO. 096-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$81,878 TO COASTAL ECO-GROUP, INC., FOR FDEP REQUIRED MID-TOWN MITIGATION THROUGH THE PORT OF PALM BEACH BERTH 1 ORPHAN CORAL RELOCATION PROJECT, ESTABLISHING A 2018 CORAL NURSERY MITIGATION PHASE BUDGET OF \$90,000, AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PALM BEACH AND THE PORT OF PALM BEACH FOR COST-SHARING OF RELATED WORK.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Coastal Eco-Group, Inc. (CEG), in the amount of \$81,878 for the FDEP required Mid-Town mitigation through the Port of Palm Beach Berth 1 Orphan Relocation Project, and establishes a 2018 coral nursery mitigation phase of \$90,000.

Section 2. The Town Manager is hereby authorized to execute this contract on behalf of the Town of Palm Beach for these professional services.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of Mid-Town Mitigation through the Port of Palm Beach Berth 1 Orphan Coral Relocation Project including any necessary change order work as recommended by the Public Works Director.

Section 4. The Town Council of the Town of Palm Beach hereby approves an interlocal agreement between the Town of Palm Beach and the Port of Palm Beach for cost-sharing of related work.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of July 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk



Coastal Eco-Group, Inc.

665 SE 10th St. Suite 104
Deerfield Beach, FL 33441
(954)591.1219 Phone • (954)653-2981 Fax
www.coastaleco-group.com

June 25, 2018

Mr. Robert Weber, Coastal Program Manager
Town of Palm Beach Public Works Department
951 Old Okeechobee Road
West Palm Beach, FL 33401

Re: Proposal for Port of Palm Beach Berth 1 Orphan Coral Harvest and Relocation-Town of Palm Beach Mid-Town Coral Nursery Mitigation, FDEP Permit Modification No. 0164713-010-JN

Dear Mr. Weber:

Coastal Eco-Group is pleased to provide the Town of Palm Beach with the following proposal for the harvest and relocation of orphan corals from the Port of Palm Beach Berth 1 seawall to the Town's 0.8-acre mitigation artificial reef. The 0.8-acre mitigation artificial reef has served as the Town's coral nursery mitigation receiver site for the Mid-Town Coral Nursery Program since 2013 (FDEP Permit Mod. No. 0164713-010-JN). This proposal is being submitted to the Town on a Time and Materials – Not to Exceed basis for the services as described herein.

This proposal has been divided into two tasks. Task 1 is the harvest and relocation of all corals greater than 10 cm in diameter to the 0.8-acre mitigation artificial reef. The Port of Palm Beach is required under their USACE permit to relocate all corals greater than 10 cm in diameter from the wall at Berth 1. Site surveys conducted on March 22, 2017 suggest that there are approximately 300 corals greater than 10 cm in diameter which require relocation by the USACE (**Table 1**). There is no State requirement for coral relocation associated with the Berth 1 seawall.

Table 1. Number of colonies by species and size class observed estimated for the entire length of seawall at Berth 1 based on transect density calculated from transects and area of seawall.

Species	Transect Count of Colonies			Estimated No. of Colonies		
	<5 cm	6 - 10 cm	> 10cm	<5 cm	6 - 10 cm	> 10cm
<i>Madracis decactis</i>	0	3	4	0	17	23
<i>Cladocora arbuscula</i>	1	0	0	6	0	0
<i>Oculina robusta</i>	35	73	48	199	415	273
<i>Phyllangia americana</i>	0	2	3	0	11	17
<i>Total Coral Density</i>	36	78	55	205	443	313

Task 2 is the harvest and relocation of all corals between 3 and 10 cm in diameter to the 0.8-acre mitigation artificial reef. Based on the Town's previous work on coral transplantation, and recent studies in southeast Florida, corals and fragment of corals in this size class are acceptable candidates for transplantation. Additionally, histology work conducted on the Slip 3 corals indicated that *Oculina* spp. and *Madracis decactis* as small as 3 cm were reproductive. The March 2017 survey indicated that there may be as many as 600 colonies available for relocation (**Table 1**).

A 4-person scientific dive team plus boat operator will harvest and transplant the corals. It is estimated that the harvest and transplantation effort for Task 1 will take five (5) days for field activities including collection, relocation, and colony documentation (species and maximum diameter only), and the effort for Task 2 will take ten (10) field activities. Corals will be harvested by divers using hand tools (ie. hammer and chisel). Divers will carry two weighted bins to separate harvested corals by size class. Because most of the corals are thin, encrusting forms, fragmentation is expected. Additionally, not all corals will be candidates for transplantation due to colony health. Based on the results of the Year 1 effort from corals harvested from Slip 3, survival of fragments of *Madracis decactis* and *Oculina* spp. that are 3 cm in diameter and higher is expected to be high. Type II Portland cement or underwater epoxy shall be used to reattach the colonies at the nursery site depending on the size of the donor colonies.

The total estimated cost for Task 1 is **\$29,442**, and the total estimated cost for Task 2 is **\$52,436**. These efforts include colony documentation (species, maximum diameter, number of fragments, and still photography) immediately after transplantation. Report preparation and long-term monitoring will be done under a separate authorization for the Mid-Town coral nursery.

Thank you for the opportunity to work with the Town of Palm Beach. Please contact me at 954-591-1219 or via email at cmiller@coastaleco-group.com if you have any questions regarding this proposal.

Sincerely,



Cheryl L. Miller, President
Coastal Eco-Group, Inc.

INTERLOCAL AGREEMENT

This Interlocal Agreement is made the ____ day of _____, 2018, by and between the Port of Palm Beach District, a district created and existing pursuant to 1915 Fla. Laws 7081, as amended from time (hereinafter “PORT”), and the Town of Palm Beach, a Florida Municipal Corporation (hereinafter “TOWN”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, the Port is undertaking certain improvements involving its Berth 1, located immediately eastward of the Port of Palm Beach Maritime Office Complex. (“Berth 1”); and

WHEREAS, in connection with those improvements, the Port desires to relocate 300 corals having a size equal to or greater than 10cm (“Primary Coral”), and has additional corals smaller than the Primary Corals (“Secondary Corals”);

WHEREAS, the TOWN desires to obtain all of the Primary Corals and may wish to relocate some of the Secondary Corals;

WHEREAS, the relocation of the Corals will benefit both the TOWN and the Port; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, and for the mutual welfare of the Port and the TOWN, it is agreed as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Term. Unless agreed by both parties in writing, and approved by their respective Boards, this Interlocal Agreement shall expire at the end of three years from the Effective Date. The Effective Date of this Interlocal Agreement shall be that date on which the last party has executed this Interlocal Agreement.
3. TOWN Responsibilities and Functions. TOWN shall relocate all of the Primary Corals in accordance with the DRAFT Coral Relocation Plan attached as EXHIBIT A (a part of ACOE Permit SAJ-1990-03372 (NW-LCK)), as set forth below, time being of the essence so as not to interfere with construction. Upon completion of relocation of the Primary Corals, Port shall pay the sum of TWENTY NINE THOUSAND FOUR HUNDRED FORTY TWO DOLLARS (\$29,442.00) to the TOWN. Upon completion of the relocation of the Primary Corals, TOWN shall have right to relocate Secondary Corals until Port gives notice that such relocation must cease due to construction, which notice shall terminate the Town’s right to relocate Secondary Corals. Relocation of Secondary Corals shall be at Town’s sole cost and expense.

The Port of Palm Beach will control all actual scheduling (due to cargo vessel coordination, contractor vessel coordination and construction coordination) and the parties acknowledge and agree that, in the event that conditions or circumstances are not safe or convenient or efficient, or interfere with tenant use, either party can terminate this agreement, however, if a majority of the Primary Corals have been removed, then both parties shall continue with the coral relocation and have their continuing obligations under Sections 4, 5 and 6 provided that construction and Port operations shall not be impacted.

4. Continuing Monitoring and Reporting. TOWN acknowledges that there will be certain monitoring and reporting obligations in connection with the Primary Corals. TOWN will be responsible for all such monitoring and reporting, but Port shall reimburse TOWN for the cost of each monitoring event required under the License (defined in Section 5), not to exceed \$5,000 per event.
5. Florida Fish and Wildlife Conservation Commission, Division of Marine Fisheries Management License. All work shall be done in accordance with Florida Fish and Wildlife Conservation Commission, Division of Marine Fisheries Management License SAJ-1990-03372(AP-LCK), showing a date stamp of December 8, 2017, a copy of which is attached as EXHIBIT B (“License”).
6. Miscellaneous Provisions.
 - A. Nothing contained in this Interlocal Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Interlocal Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, Florida Statutes. The TOWN’s and the Port’s governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, worker’s compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Interlocal Agreement.
 - B. Nothing contained herein shall be deemed a limitation of the jurisdiction or law enforcement responsibilities of the TOWN with respect to the Port of Palm Beach property.
 - C. All required notices under this agreement shall be sent to the parties at the following addresses, by certified mail, facsimile or hand delivery:

If to Port: Port of Palm Beach District
One East Eleventh Street, Suite 600
Riviera Beach, FL 33404
Attn: Executive Director
Facsimile: (561) 842-4240

With a copy to: John W. Gary, III, Esq.
Gary, Dytrych & Ryan, P.A.
701 U.S. Highway One, Suite 402
North Palm Beach, FL 33408
Facsimile: (561) 844-2388

If to TOWN: Attn: Town Manager
360 South County Road
Palm Beach, FL 33480

With a copy to: John Randolph, Esq.
Jones & Foster
505 South Flagler Drive, Suite 1100
West Palm Beach, FL 33401

- D. This Interlocal Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Interlocal Agreement will be held in Palm Beach County, Florida. If any action whether in law, equity or otherwise is brought for the interpretation or enforcement of this Interlocal Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Interlocal Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court cost (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- E. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- F. To the extent permitted by law, the TOWN shall indemnify and hold the Port harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach's employees in the performance of this Interlocal Agreement. Likewise, to the extent permitted by law, the Port shall indemnify and hold the TOWN harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the Port employees in the performance of this Interlocal Agreement. Nothing in this provision shall be construed as consent by the TOWN or by the Port to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.
- G. Should any provision of this Interlocal Agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken here from and all other terms and

conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.

- H. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
- I. This Interlocal Agreement constitutes the entire understanding of the parties with respect to the provision of law enforcement personnel and equipment. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.
- J. Upon execution by the parties, the Port agrees to file a copy of this Interlocal Agreement with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01 (11), Florida Statutes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2018.

WITNESSES:

DISTRICT:
PORT OF PALM BEACH DISTRICT

By: _____
_____, Chairman
Date: _____, 2018

Printed Name of Witness: _____

Printed Name of Witness: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

PORT ATTORNEY

TOWN OF PALM BEACH

By: _____, Title
Date: _____, 2018

Printed Name of Witness: _____

Printed Name of Witness: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

TOWN ATTORNEY

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 097-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Fiscal Year 2019-2020 Annual Funding Application to the Florida Department of Environmental Protection Beach Erosion Control Program.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated June 27, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 097-2018**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Submittal of Annual Local Government Funding Request to Florida Department of Environmental Protection
Resolution No. 097-2018

DATE: June 27, 2018

STAFF RECOMMENDATION

Town staff recommends Town Council approve Resolution No. 097-2018, expressing the Town's intent to provide the necessary local funding share for the projects listed in the Florida Department of Environmental Protection (FDEP) FY 2019 - FY 2020 budget which begins on July 1, 2019.

GENERAL INFORMATION

Annually, the Town prepares a ten (10) year cost estimate for the Town's Coastal Management Program. This document is submitted to FDEP as a funding request for State cost sharing under their Beach Management Funding Assistance (BMFA) Program. The funding request document is submitted annually to FDEP in preparation for the State's fiscal year planning which starts on July 1st of the following year. The FDEP BFMA Program allows up to 50% cost sharing on the non-Federal portion of beach and dune and nourishment projects for eligible shorelines, based on public accessibility. Through 62B-36.003, Florida Administrative Code (F.A.C.), inlet sediment bypassing and the adjacent shorelines impacted by inlets are eligible for up to 75% cost sharing through the BFMA program and do not have to provide for public access.

The percentage of participation is calculated using guidelines contained in 62B-36, F.A.C. Despite applicability to the State's Strategic Beach Management Plan, there are no guarantees that Town coastal projects will receive State funding until a grant agreement is in place. FDEP utilizes all the information contained in the local government submittals to determine a ranking of project priorities for either beach projects or inlet related projects. After appropriations by State Legislature for the BFMA Program are approved will FDEP know how many projects, if any, can be cost shared. Please note that this is a budget planning document and does not obligate the Town financially until we enter into a contract with FDEP for a specific project. The annual funding request is consistent with the projects initially identified within Town Council's adopted 10-Year Coastal Management Plan in 2013.

Submitted tasks within this year's Town funding request include the Sand Forepassing project in Reach 2 and the various physical, biological, and sea turtle nesting monitoring efforts as required by the Town's Palm Beach Island Beach Management Agreement (BMA) with FDEP. As a result of the last two local government funding requests submitted by the Town to FDEP, the Town has received cost-share grants to reimburse all eligible state funding for both the 2015 Mid-Town and 2016 Phipps Ocean Park beach nourishment projects totaling \$14,539,607.

A full copy of the Town's submittal is available for public viewing in the Town Manager's Office and in the Public Works Department. In summary, the FY 2019–FY 2020 funding request includes:

Lake Worth Inlet Section, including Reaches 1 & 2

Non-Federal cost share anticipated at 75% State and 25% Town, consistent with 62B-36.003, for inlet management activities related to mitigating a critically eroded beach along an eligible shoreline. Total task costs of \$883,000 consists of Sand Forepassing construction and the various required monitoring efforts including physical, sea turtle nesting, biological, as well as tilling and escarpment removal.

Mid-Town Section, including Reaches 3 & 4

Cost share percentages are based on existing public accessibility and the project limits, as defined in the BMA. Mid-Town is eligible for 40.95% State cost sharing. Design and permitting for the next Mid-Town project and the various required monitoring efforts has a cost of \$184,000. In addition, the recently completed Mid-Town Beach Groin at Gulfstream Road has been requested for cost-sharing reimbursement of the \$1,742,200 construction cost.

Phipps Ocean Park Section, including Reach 7

Phipps is eligible for 39% State cost sharing. Total task costs of \$65,000 consists of various required monitoring efforts.

FUNDING/FISCAL IMPACT

As required within 62B-36.005(d), F.A.C., a Resolution is presented for consideration which states "The Town Council hereby expresses its commitment to provide the necessary local funding share for the projects requested for State FY 2019-FY 2020" (Section 3, Resolution 097-2018).

Once a contract is executed for a particular project, the Town is obligated to front the full funding for the project and then be reimbursed after the fact for the State cost share. State reimbursement payments replenish the Town's Coastal Capital Fund balance and reduce the amount of future year requests for transfers from the General Fund.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

cc: Shore Protection Board
Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager
Robert Weber, Coastal Program Manager

RESOLUTION NO. 097-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FISCAL YEAR 2019-2020 ANNUAL FUNDING APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BEACH EROSION CONTROL PROGRAM.

* * * * *

WHEREAS, America's beaches provide vital economic, recreational, storm damage reduction, and environmental benefits to the Nation; and

WHEREAS, the Town Council has approved a Comprehensive Coastal Management Plan for the Town of Palm Beach; and

WHEREAS, the Town desires to pursue implementation of the Plan; and

WHEREAS, the Town is authorized to act as a local sponsor; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) provides State cost sharing via its FDEP Beach Erosion Control Program; and

WHEREAS, the Town intends to provide the Local Cost Share for the projects included within the Town's Local Governmental Funding Request for State Fiscal Year 2019/2020; and

WHEREAS, the Town annually secures funds through ad valorem revenues to specifically support the feasibility, design, engineering, permitting, construction, and monitoring of projects identified within the Comprehensive Coastal Management Plan; and

WHEREAS, this Resolution shall go into effect immediately upon Town Council approval and signature authentication.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The FY 2019/2020 funding request of state cost-sharing for the Town's Comprehensive Coastal Management Plan is hereby approved for application submittal to the Florida Department of Environmental Protection.

Section 3. The Town Council hereby expresses its commitment to provide the necessary local funding share for the project requested for FY 2019/2020 subject to the Town and FDEP entering into a contract relating to said projects.

Section 4. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to submit a completed application to FDEP for cost-sharing for the Town's Comprehensive Coastal Management Plan.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of July 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 098-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grants of Florida Department of Environmental Protection Contract Nos. 18PB3 and 19PB13, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Florida Beach Management Funding Assistance Program, Specifically Reimbursement for the Lake Worth Inlet Management Plan Implementation, in the Amount of \$132,000 and \$138,500, Respectively, and Authorizing the Mayor to Execute Same on Behalf of the Town.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated June 26, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 098-2018**
- ▣ **DEP Grant Agreement**
- ▣ **DEP Standard Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Authorization for State Grant Nos. 18PB3 and 19PB13
Lake Worth Inlet Management Plan Implementation Reimbursement
Resolution No. 098-2018

DATE: June 26, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 098-2018 authorizing the Mayor to sign the Florida Department of Environmental Protection (FDEP) Agreements 18PB3 and 19PB13 for State cost sharing participation in the amount of \$132,000 and \$138,500, respectively, for reimbursement of Lake Worth Inlet Management Plan Implementation.

GENERAL INFORMATION

Each year the Town provides a Local Government Funding Request (LGFR) to the FDEP for projects that are eligible for State cost sharing. The LGFR includes specific project details that are each assigned scores. The scores are tallied and the projects are ranked in competition with other statewide requested projects. Florida Legislature determines the size of the annual appropriation that is assigned to projects on the ranked list. The Town's Lake Worth Inlet Management Plan Implementation sufficiently scored on the ranked list to be included for reimbursement within the FY 2017-2018 and FY 2018-2019 approved state budgets.

FUNDING/FISCAL IMPACT

State funds will reimburse the Town \$132,000 and \$138,500 for eligible costs associated with continued implementation of the Lake Worth Inlet Management Plan. State reimbursement funds are to be placed in the Town's Coastal Fund to either fund future coastal projects, or offset future account transfers.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency. In addition, the Town's Attorney will review the FDEP contract and approve it for legal form and sufficiency prior to execution.

Attachments

cc: Shore Protection Board
Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager
Robert Weber, Coastal Program Manager

RESOLUTION NO. 098-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STATE GRANTS OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONTRACT NOS. 18PB3 AND 19PB13, BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF PALM BEACH UNDER THE FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM, SPECIFICALLY REIMBURSEMENT FOR THE LAKE WORTH INLET MANAGEMENT PLAN IMPLEMENTATION, IN THE AMOUNT OF \$132,000 AND \$138,500, RESPECTIVELY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME ON BEHALF OF THE TOWN.

* * * * *

WHEREAS, the Town of Palm Beach (Town) and the Florida Department of Environmental Protection (FDEP), have worked cooperatively by executing cost-sharing agreements related to implementing the Town's Comprehensive Coastal Management Plan; and

WHEREAS, the FDEP has agreed to a cost-share on eligible project elements related to implementation of the Lake Worth Inlet Management Plan.

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The Town Council hereby authorizes the attached State of Florida Department of Environmental Protection (FDEP) Contract Nos. 18PB3 and 19PB13, to reimburse the Town with eligible costs associated with implementation of the Lake Worth Inlet Management Plan in the amount of \$132,000 and \$138,500, respectively.

Section 3. The Mayor is hereby authorized to execute FDEP Contract Nos. 18PB3 and 19PB13, on behalf of the Town.

Section 5. This Resolution shall be provided to the FDEP, at 3900 Commonwealth Blvd., Mail Station 3601, Tallahassee, Florida 32399-3000, in accompaniment with executed originals of FDEP Contract Nos. 18PB3 and 19PB13.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of July 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project) Lake Worth Inlet Management Plan Implementation	Agreement Number															
2. Parties State of Florida Department of Environmental Protection 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)															
Grantee Name:	Entity Type: Local Government															
Grantee Address: Post Office Box 2029, Palm Beach, FL 33480-2029	FEID: 59-6000402 (Grantee)															
3. Agreement Begin Date: January 1, 2015	Date of Expiration: February 28, 2021															
4. Project Number: (If different from Agreement Number)	Project Location(s): Palm Beach County															
Project Description: The Project includes monitoring of shoreline segments managed under the Palm Beach Island Beach Management Agreement permit.																
5. Total Amount of Funding: \$132,000.00	<table border="1" style="width: 100%;"><thead><tr><th>Funding Source?</th><th>Award #s or Line Item Appropriations:</th><th>Amount per Source(s):</th></tr></thead><tbody><tr><td>☒ State ☐ Federal</td><td>FY17/18 GAA Line # 1609</td><td>\$132,000.00</td></tr><tr><td>☐ State ☐ Federal</td><td></td><td></td></tr><tr><td>☐ State ☐ Federal</td><td></td><td></td></tr><tr><td>☐ State ☐ Federal</td><td></td><td></td></tr></tbody></table>	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):	☒ State ☐ Federal	FY17/18 GAA Line # 1609	\$132,000.00	☐ State ☐ Federal			☐ State ☐ Federal			☐ State ☐ Federal		
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☒ State ☐ Federal	FY17/18 GAA Line # 1609	\$132,000.00														
☐ State ☐ Federal																
☐ State ☐ Federal																
☐ State ☐ Federal																
6. Department's Grant Manager Name: Natalie Geyer or successor Address: Beach Management Funding Assistant 3900 Commonwealth Boulevard, MS 3601 Tallahassee, FL 32399-3000 Phone: (850) 245-2980 Email: natalie.geyer@floridadep.gov	Grantee's Grant Manager Name: Robert Weber or successor Address: Town of Palm Beach Post Office Box 2029 Palm Beach, FL 33480-2029 Phone: (561) 838-5440 Email: rweber@townofpalmbeach.com															

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal)
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☐ Exhibit A: Progress Report Form
☐ Exhibit B: Disclosure of Lobbying Activities (Federal)
☐ Exhibit C: DEP Property Reporting Form
☒ Exhibit D: Payment Request Summary Form
☐ Exhibit E: Quality Assurance Requirements
☐ Exhibit F: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

DWRA Additional Signatures

DEP Grant Manager

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:
 - i. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - ii. Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication between the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to the Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

Attachment 1

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5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at the Grantee's expense. If the Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Grant Work Plan. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. These consequences for nonperformance shall not be considered penalties.
- b. Corrective Action Plan. If the Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.). To obtain the applicable interest rate, please refer to:
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. Taxes. The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on **Exhibit D, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Grant Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- f. Interim Payments. Interim payments may be made by the Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by the Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the completion date of the Agreement.
- h. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If the Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on

Attachment 1

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the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, the Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Property Reporting Form.
- f. Rental/Lease of Equipment – Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees or court costs, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, the Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on **Exhibit A, Progress Report Form**, to the Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) calendar days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by the Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if the Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum percentage described in the Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. The Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Grant Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Grantee.
- c. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire Grant Work Plan. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- d. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- e. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:
 - i. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - ii. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
 - iii. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
 - iv. Other Insurance.
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhw/lscontac.htm>) or to the parties' insurance carrier.
- b. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as

described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

- c. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
- d. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- e. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- f. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

14. Notice of Default.

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, the Grantee will be found in default, and the Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by the Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding.

- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information.
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement; and
- i. One or more of the following circumstances, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by the Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
 - iv. An action by the Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide the Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result.

THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Grantee (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. – b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between the Grantee and the State, the Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in **Attachment 5, Special Audit Requirements**. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) calendar days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

Attachment 1

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29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of the Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by the Grantee and may not be subcontracted or assigned without the prior written consent of the Department.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to the Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve the Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny the Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If the Grantee is a subsidiary of another corporation or other business entity, the Grantee asserts that its parent company will guarantee all of the obligations of the Grantee for purposes of fulfilling the obligations of the Agreement. In the event the Grantee is sold during the period the Agreement is in effect, the Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department

expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

37. Prohibited Local Government Construction Preferences.

Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

For any competitive solicitation that meets the criteria of this section, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by this section.

38. Prohibited Governmental Actions for Public Works Projects.

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- a. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- b. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- c. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
 - i. Pay employees a predetermined amount of wages or prescribe any wage rate;
 - ii. Provide employees a specified type, amount, or rate of employee benefits;
 - iii. Control, limit, or expand staffing; or
 - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- d. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- e. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT AGREEMENT
SPECIAL TERMS AND CONDITIONS
AGREEMENT # 18PB3**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Lake Worth Inlet Management Plan Implementation. The Project is defined in more detail in the Attachment 3, Grant Work Plan.

2. Duration.

a. Reimbursement Period.

The reimbursement period for this Agreement is the same as the term of the Agreement.

b. Extensions. There are extensions available for this Project.

c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

a. Compensation. This is a combination fixed fee/cost reimbursement agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.

b. Invoicing. Invoicing will occur as indicated in Attachment 3.

c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Costs Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

No Equipment purchases shall be funded under this Agreement.

There will be no Land Acquisitions funded under this Agreement.

5. Match Requirements.

See Attachment 3, Grant Work Plan.

6. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

7. Additional Lobbying Requirements for Federally-Funded Agreements

This Agreement is not federally funded.

Attachment 2, Agreement # 18PB3

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8. Miscellaneous Contract Terms.

a. Retainage.

Retainage is permitted under this agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

b. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

c. State-owned land.

Special Terms for Projects on State-Owned Land. The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

d. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

9. Additional Terms.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Lake Worth Inlet Management Plan Implementation

PROJECT LOCATION: The Project is located between Department of Environmental Protection (DEP) reference monuments R75 and R78 along the Atlantic Ocean in Palm Beach County, Florida.

PROJECT BACKGROUND: The Project consists of the implementation of the Lake Worth Inlet Management Plan (IMP) which includes strategies to mitigate beach erosion caused by the inlet. Federal maintenance dredging occurs in the shipping channel every one to two years with sand being placed on the beaches to the south of the inlet. A sand transfer plant is operated as needed on the northern jetty and pumps sand to a fixed discharge location on the beach south of the inlet. The Project was included in the 2013 Palm Beach Island Beach Management Agreement (BMA) Pilot Project, which sets forth annual monitoring requirements for the Palm Beach Island shoreline, located south of the inlet.

PROJECT DESCRIPTION: The Project includes monitoring of shoreline segments managed under the Palm Beach Island BMA permit.

PROJECT ELIGIBILITY: The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$132,000 for this Project or up to 75 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, F.A.C.

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(2)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<http://www.dep.state.fl.us/beaches/publications/pdf/PhysicalMonitoringStandards.pdf>.

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

BMA – Beach Management Agreement
DEP or FDEP – Florida Department of Environmental Protection
F.A.C. – Florida Administrative Code
F.S. – Florida Statutes
FWC – Florida Fish and Wildlife Conservation Commission
IMP – Inlet Management Plan

TASKS and DELIVERABLES:

For all tasks identified below, the Local Sponsor will provide detailed scopes of work or a letter requesting advance payment, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Monitoring

State and federal monitoring required by permit is eligible for reimbursement pursuant to program statute and rule. In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(1), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Department/Local Sponsor permittee/engineering consultant. The Local Sponsor's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(1), F.S., including a description of organizational, physical, and electronic barriers to be used by the Local Sponsor's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources. Department approval of the consultant's mitigation plan will be required prior to execution of this Agreement. If at any time the Local Sponsor and/or its engineering consultant fails to comply with this provision, the Local Sponsor agrees to reimburse the Department all funds provided by the Department associated with environmental monitoring for the Project listed.

Task Description: This task includes activities associated with permit-required monitoring conducted in accordance with the conditions specified by state or federal regulatory agencies. All monitoring tasks must be located within or adjacent to the Project area and follow the Department's Regional Coastal Monitoring Program and FWC's marine turtle and shorebird monitoring programs. Guidance for monitoring of nearshore resources is available in the Department's Standard Operation Procedures For Nearshore Hardbottom Monitoring Of Beach Nourishment Projects. The Local Sponsor must submit work products directly to the appropriate state or federal regulatory agencies in accordance with permit conditions to be eligible for reimbursement under this task, unless otherwise directed.

Deliverable: For each interim or final payment, the Local Sponsor will provide a Task Summary Report containing; 1) An itemized listing of all monitoring activities completed or in progress during the payment request period and, 2) Documentation of submittal to state and federal regulatory agencies of completed monitoring data, surveys and final reports for permit-required work under this task description.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Monitoring	75.00%		\$132,000.00	\$44,000.00	\$176,000.00
	TOTAL PROJECT COSTS			\$132,000.00	\$44,000.00	\$176,000.00

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Monitoring	Contractual Services	\$132,000	01/01/2015	10/30/2020
Total:			\$132,000		

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Public Records Requirements

Attachment 4

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF
PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public
Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

ATTACHMENT 5

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Attachment 5

3 of 5

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount \$

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount \$

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description
Original Agreement	General Revenue, GAA Line Item # 1609	2017-2018	37.003	Beach Management Funding Assistance Program

Total Award				\$132,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

EXHIBIT D

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I**

PAYMENT SUMMARY

Name of Project: Lake Worth Inlet Management Plan Implementation

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 18PB3

Remittance Address: _____

Billing Number: _____

Billing Type: ☐ Interim Billing ☐ Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

*if applicable

Cost Summary:

State Funds Obligated
\$ _____

Local Funds Obligated
\$ _____

Less Advance Pay
\$ _____

Less Advance Pay
\$ _____

Less Previous Payment
\$ _____

Less Previous Credits
\$ _____

Less Previous Retained
\$ _____

Less This Credit
\$ _____

Less This Payment
\$ _____

Local Funds Remaining
\$ _____

Less This Retainage (10%)
\$ _____

State Funds Remaining
\$ _____

TCM Agenda Backup 7-10-18

Name of Project: _____
Billing Number: _____
DEP Agreement # _____

-10-18

Total Due to Local Sponsor (15)

1. **Billing Period:** Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
2. **Person responsible for completing this form:** Please identify the person responsible for completing information if clarification is needed.
3. **Deliverable #:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable.

- Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.

DEP Agreement No. 18PB3, Exhibit D, Page 2 of 5

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
PROJECT PROGRESS REPORT**

Name of Project: Lake Worth Inlet Management Plan Implementation

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 18PB3

Billing Number: _____

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:

Progress for this reporting period:

Identify any delays or problems encountered:

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST
REQUEST FOR PAYMENT – PART IV**

Name of Project: Lake Worth Inlet Management Plan Implementation

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 18PB3

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the Project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the Project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
PROJECT COMPLETION CERTIFICATION
PART V**

Name of Project: Lake Worth Inlet Management Plan Implementation

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 18PB3

Task Completion ☐ (List Task)

Project Completion ☐

*I hereby certify that the above-mentioned Project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department and Local Sponsor, and all funds expended for the Project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the Department, have been returned to the Department, or will be returned to the Department within sixty (60) days of the completion of construction portion of this Project. Unused funds advanced to the United States Army Corps of Engineers through Local Sponsors will be due sixty (60) days after the Federal final accounting has been completed.

Name of Project Manager

Signature of Project Manager

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project) Lake Worth Inlet Management Plan Implementation	Agreement Number
2. Parties State of Florida Department of Environmental Protection 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
Grantee Name:	Entity Type: Local Government
Grantee Address: Post Office Box 2029, Palm Beach, FL 33480-2029	FEID: 59-6000402 (Grantee)

3. Agreement Begin Date: July 1, 2018	Date of Expiration: February 28, 2022
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Palm Beach County
Project Description: The Project includes monitoring of shoreline segments managed under the Palm Beach Island Beach Management Agreement permit.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$138,500.00	☒ State ☐ Federal	FY18/19 GAA Line # 1597	\$138,500.00
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ State ☐ Federal		

6. Department's Grant Manager Name: Natalie Geyer or successor Address: Beach Management Funding Assistant 3900 Commonwealth Boulevard, MS 3601 Tallahassee, FL 32399-3000 Phone: (850) 245-2980 Email: natalie.geyer@floridadep.gov	Grantee's Grant Manager Name: Robert Weber or successor Address: Town of Palm Beach Post Office Box 2029 Palm Beach, FL 33480-2029 Phone: (561) 838-5440 Email: rweber@townofpalmbeach.com
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal)
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☐ Exhibit A: Progress Report Form
☐ Exhibit B: Disclosure of Lobbying Activities (Federal)
☐ Exhibit C: DEP Property Reporting Form
☒ Exhibit D: Payment Request Summary Form
☐ Exhibit E: Quality Assurance Requirements
☐ Exhibit F: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.

9.

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

10.

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

DEP Grant Manager

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

Attachment 1

1 of 11

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

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charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

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- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

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The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, 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 Grantee 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., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

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Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott 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 Grantee 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 these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

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may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 19PB13**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Lake Worth Inlet Management Plan Implementation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on January 1, 2016 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements

See Attachment 3, Grant Work Plan.

9. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. Other Insurance. None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

Retainage is permitted under this agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

Special Terms for Projects on State-Owned Land. The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

14. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

15. Additional Terms.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Lake Worth Inlet Management Plan Implementation

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R75 and R78 along the Atlantic Ocean in Palm Beach County, Florida.

PROJECT BACKGROUND: The Project consists of the implementation of the Lake Worth Inlet Management Plan (IMP) which includes strategies to mitigate beach erosion caused by the inlet. Federal maintenance dredging occurs in the shipping channel every one to two years with sand being placed on the beaches to the south of the inlet. A sand transfer plant is operated as needed on the northern jetty and pumps sand to a fixed discharge location on the beach south of the inlet. The Project was included in the 2013 Palm Beach Island Beach Management Agreement (BMA) Pilot Project, which sets forth annual monitoring requirements for the Palm Beach Island shoreline, located south of the inlet.

PROJECT DESCRIPTION: The Project includes monitoring of shoreline segments managed under the BMA permit.

PROJECT ELIGIBILITY: The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$138,500 for this Project or up to 75 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statutes (F.S.).

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to Inlets 62B-36.005(2)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

BMA – Beach Management Agreement
DEP – Florida Department of Environmental Protection
F.A.C. – Florida Administrative Code
F.S. – Florida Statutes
FWC – Florida Fish and Wildlife Conservation Commission
IMP – Inlet Management Plan

TASKS and DELIVERABLES:

For all tasks identified below, the Local Sponsor will provide detailed scopes of work or a letter requesting advance payment, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Monitoring

State and federal monitoring required by permit is eligible for reimbursement pursuant to program statute and rule. In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(1), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Department/Local Sponsor permittee/engineering consultant. The Local Sponsor's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(1), F.S., including a description of organizational, physical, and electronic barriers to be used by the Local Sponsor's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources. Department approval of the consultant's mitigation plan will be required prior to execution of this Agreement. If at any time the Local Sponsor and/or its engineering consultant fails to comply with this provision, the Local Sponsor agrees to reimburse the Department all funds provided by the Department associated with environmental monitoring for the Project listed.

Task Description: This task includes activities associated with permit-required monitoring conducted in accordance with the conditions specified by state or federal regulatory agencies. All monitoring tasks must be located within or adjacent to the Project area and follow the Department's Regional Coastal Monitoring Program and FWC's marine turtle and shorebird monitoring programs. Guidance for monitoring of nearshore resources is available in the Department's Standard Operation Procedures For Nearshore Hardbottom Monitoring Of Beach Nourishment Projects. The Local Sponsor must submit work products directly to the appropriate state or federal regulatory agencies in accordance with permit conditions to be eligible for reimbursement under this task, unless otherwise directed.

Deliverable: For each interim or final payment, the Local Sponsor will provide a Task Summary Report containing; 1) An itemized listing of all monitoring activities completed or in progress during the payment request period and, 2) Documentation of submittal to state and federal regulatory agencies of completed monitoring data, surveys and final reports for permit-required work under this task description.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)*	Federal Estimated Project Costs	DEP	Local	Total
1	Monitoring	50.00%		\$138,500.00	\$138,500.00	\$277,000.00
	TOTAL PROJECT COSTS			\$138,500.00	\$138,500.00	\$277,000.00

*Monitoring funds are to be cost shared equally per legislative appropriation in FY18/19 GAA Line #1597.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Monitoring	Contractual Services	\$138,500	01/01/2016	10/30/2021
Total:			\$138,500		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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DEP Agreement No. 19PB13, Attachment 5, Exhibit 1, Page 5 of 5

EXHIBIT D

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I**

PAYMENT SUMMARY

Name of Project: Lake Worth Inlet Management Plan Implementation

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 19PB13

Remittance Address: _____

Billing Number: _____

Billing Type: ☐ Interim Billing ☐ Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

*if applicable

Cost Summary:

State Funds Obligated
\$ _____

Local Funds Obligated
\$ _____

Less Advance Pay
\$ _____

Less Advance Pay
\$ _____

Less Previous Payment
\$ _____

Less Previous Credits
\$ _____

Less Previous Retained
\$ _____

Less This Credit
\$ _____

Less This Payment
\$ _____

Local Funds Remaining
\$ _____

Less This Retainage (5%)
\$ _____

State Funds Remaining
\$ _____

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART II**

TCM Agreement No. 19PB13, Exhibit D, Page 2 of 5

Name of Project: _____ Billing Period (1): _____
 Billing Number: _____ Person Completing Form & Telephone Number (2): _____
 DEP Agreement Number: _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Task Number (3)	SOW Number (3)	Invoice Amount(4)	Eligible Cost (5)	% Fed Share (6)	Federal Share of Invoice Amount (7)**	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
										-	-		\$0.00	0.00		0.00	0.00
										Totals	-		-	-	-	-	-

Total Due to Local Sponsor (15) _____

- Form Instructions:
1. Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
 2. Person responsible for completing this form: Please identify the person responsible for completing information if clarification is needed.
 3. Task #: Must identify Task..
 4. SOW #: Must identify SOW(s) for each invoice. If invoice covers multiple SOW, that invoice would be listed multiple times, a line item for each SOW.
 4. Invoice Amount
 5. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
 6. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
 7. Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
 8. Non-Federal Share: Eligible Cost (5) minus Federal Share of Invoiced Amount (7).
 9. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
 10. State Share: Multiply Non-Federal Share by State Share Percentage.
 11. Local Share: Subtract State Share from Non-Federal Share.
 12. Retainage Payment: Requires separate line for each completed **Task, Sub-Task and or Deliverable** that retainage is being requested.
 13. Withheld Retainage: Multiply State Share by 10%.
 14. State Payment: Subtract Retainage from State Share.
 15. Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).
- Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.**
- Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-2978 or email at Janice.L.Simmons@dep.state.fl.us

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
PROJECT PROGRESS REPORT**

Name of Project: Lake Worth Inlet Management Plan Implementation

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 19PB13

Billing Number: _____

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:

Progress for this reporting period:

Identify any delays or problems encountered:

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST
REQUEST FOR PAYMENT – PART IV**

Name of Project: Lake Worth Inlet Management Plan Implementation

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 19PB13

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the Project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the Project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CONTRACT COMPLETION CERTIFICATION
PART V**

Name of Project: Lake Worth Inlet Management Plan Implementation

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 19PB13

Task Completion ☐ (List Task) _____

Contract Completion ☐

*I hereby certify that the above-mentioned Project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department and Local Sponsor, and all funds expended for the Project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the Department, have been returned to the Department, or will be returned to the Department within sixty (60) days of the completion of construction portion of this Project. Unused funds advanced to the United States Army Corps of Engineers through Local Sponsors will be due sixty (60) days after the Federal final accounting has been completed.

Name of Project Manager

Signature of Project Manager

Date

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 099-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grant of Florida Department of Environmental Protection Contract No. 19PB12, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Florida Beach Management Funding Assistance Program, Specifically Additional Reimbursement for the 2015 Mid-Town Beach Nourishment Project, in the Amount of \$572,134, and Authorizing the Mayor to Execute Same on Behalf of the Town.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated June 26, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 099-2018**
- ▣ **DEP Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Authorization for State Grant No. 19PB12
Mid-Town Beach Nourishment Reimbursement
Resolution No. 099-2018

DATE: June 26, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 099-2018 authorizing the Mayor to sign the Florida Department of Environmental Protection (FDEP) Agreement 19PB12 for State cost sharing participation in the amount of \$572,134 for additional reimbursement of the 2015 Mid-Town Beach Nourishment Project.

GENERAL INFORMATION

Each year the Town provides a Local Government Funding Request (LGFR) to the FDEP for projects that are eligible for State cost sharing. The LGFR includes specific project details that are each assigned scores. The scores are tallied and the projects are ranked in competition with other statewide requested projects. Florida Legislature determines the size of the annual appropriation that is assigned to projects on the ranked list.

State Grant No. 18PB1 was approved by Town Council in January 2018 for the Town to receive approximately \$6.5 million for reimbursement of the 2015 Mid-Town Beach Nourishment Project through the FY 2017-2018 approved state budget. Town staff had resubmitted the project for additional eligible reimbursement. The 2015 Mid-Town Beach Nourishment Project sufficiently scored on the ranked list to be included for additional reimbursement within the FY 2018-2019 approved state budget.

FUNDING/FISCAL IMPACT

State funds will reimburse the Town \$572,134 for eligible costs associated with construction of the 2015 Mid-Town Beach Nourishment Project. State reimbursement funds are to be placed in the Town's Coastal Fund to either fund future coastal projects, or offset future account transfers.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency. In addition, the Town's Attorney will review the FDEP contract and approve it for legal form and sufficiency prior to execution.

Attachments

cc: Shore Protection Board
Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager
Robert Weber, Coastal Program Manager

RESOLUTION NO. 099-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STATE GRANT OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONTRACT NO. 19PB12, BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF PALM BEACH UNDER THE FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM, SPECIFICALLY ADDITIONAL REIMBURSEMENT FOR THE 2015 MID-TOWN BEACH NOURISHMENT PROJECT, IN THE AMOUNT OF \$572,134, AND AUTHORIZING THE MAYOR TO EXECUTE SAME ON BEHALF OF THE TOWN.

* * * * *

WHEREAS, the Town of Palm Beach (Town) and the Florida Department of Environmental Protection (FDEP), have worked cooperatively by executing cost-sharing agreements related to implementing the Town's Comprehensive Coastal Management Plan; and

WHEREAS, the FDEP has agreed to a cost-share on eligible project elements related to the Mid-Town Beach Nourishment Project.

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The Town Council hereby authorizes the attached State of Florida Department of Environmental Protection (FDEP) Contract No. 19PB12, to reimburse the Town with additional eligible costs associated with construction of the 2015 Mid-Town Beach Nourishment Project in the amount of \$572,134.

Section 3. The Mayor is hereby authorized to execute FDEP Contract No. 19PB12, on behalf of the Town.

Section 5. This Resolution shall be provided to the FDEP, at 3900 Commonwealth Blvd., Mail Station 3601, Tallahassee, Florida 32399-3000, in accompaniment with an executed original of FDEP Contract No. 19PB12.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of July 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project) Agreement Number
Mid-Town Beach Nourishment Project
-
2. Parties **State of Florida Department of Environmental Protection**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)
- Grantee Name: Entity Type: **Local Government**
- Grantee Address: **Post Office Box 2029,**
Palm Beach, FL 33480-2029 FEID: **59-6000402**
(Grantee)
-
3. Agreement Begin Date: Date of Expiration:
July 1, 2018 **September 30, 2020**
-
4. Project Number: Project Location(s): **Town of Palm Beach**
(If different from Agreement Number)
- Project Description: **The Project consists of construction and monitoring tasks associated with the Mid-Town Beach Nourishment.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$572,134.00	☒ State ☐ Federal	FY18/19 GAA Line # 1597	\$572,134.00
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ State ☐ Federal		

6. Department's Grant Manager Grantee's Grant Manager
- Name: **Natalie Geyer** Name: **Robert Weber**
- or successor
- Address: **Beach Management Funding Assistant** Address: **Town of Palm Beach**
- 3900 Commonwealth Boulevard, MS 3601** **Post Office Box 2029**
- Tallahassee, FL 32399-3000** **Palm Beach, FL 33480-2029**
- Phone: **(850)245-2980** Phone: **(561) 838-5440**
- Email: **natalie.geyer@floridadep.gov** Email: **rweber@townofpalmbeach.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal)
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☐ Exhibit A: Progress Report Form
☐ Exhibit B: Disclosure of Lobbying Activities (Federal)
☐ Exhibit C: DEP Property Reporting Form
☒ Exhibit D: Payment Request Summary Form
☐ Exhibit E: Quality Assurance Requirements
☐ Exhibit F: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.

9.

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

10.

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

DEP Grant Manager

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

Attachment 1

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The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

Attachment 1

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charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

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- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, 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 Grantee 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., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

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Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott 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 Grantee 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 these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

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- may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 19PB12**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Mid-Town Beach Nourishment Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on June 6, 2014 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements

See Attachment 3, Grant Work Plan.

9. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. Other Insurance. None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

Retainage is permitted under this agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

Special Terms for Projects on State-Owned Land. The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

14. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

15. Additional Terms.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Mid-Town Beach Nourishment Project

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R89 and R102 along the Atlantic Ocean in the Town of Palm Beach in Palm Beach County, Florida.

PROJECT BACKGROUND: The Project was restored in 1995 from R95 to R100, and included construction of eleven groins which were completed in 1996. In 2003, nourishment was completed for an extended shoreline length between R90.4 to R101.4. The project was nourished using FEMA funds in 2006 in response to the 2004-05 hurricane seasons, and again in FY 2010-11 to repair dune damages sustained during Tropical Storm Fay. Following the 2006 nourishment, construction of an artificial reef was required to mitigate for secondary impacts due to sand burial of nearshore hardbottom. The Project was included in the 2013 Palm Beach Island BMA Pilot Project. For the next nourishment, completed in April 2015, the Project template was extended from R89 to R102, and the project volume density was reduced in an effort to minimize impacts to offshore resources.

PROJECT DESCRIPTION: The project consists of construction and post-construction monitoring tasks associated with the 2015 nourishment.

PROJECT ELIGIBILITY: The Department has determined that 81.90 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$572,134 for this Project or up to 40.95 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statutes (F.S.).

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

BMA – Beach Management Agreement
DEP – Florida Department of Environmental Protection
F.A.C. – Florida Administrative Code
F.S. – Florida Statutes
FWC – Florida Fish and Wildlife Conservation Commission

TASKS and DELIVERABLES:

For all tasks identified below, the Local Sponsor will provide detailed scopes of work or a letter requesting advance payment, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Construction

Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Task 2: Monitoring

State and federal monitoring required by permit is eligible for reimbursement pursuant to program statute and rule. In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(1), F.S., all monitoring data and statistical analysis must

be provided directly and concurrently from the monitoring contractor to the Department/Local Sponsor permittee/engineering consultant. The Local Sponsor's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(1), F.S., including a description of organizational, physical, and electronic barriers to be used by the Local Sponsor's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources. Department approval of the consultant's mitigation plan will be required prior to execution of this Agreement. If at any time the Local Sponsor and/or its engineering consultant fails to comply with this provision, the Local Sponsor agrees to reimburse the Department all funds provided by the Department associated with environmental monitoring for the Project listed.

Task Description: This task includes activities associated with permit-required monitoring conducted in accordance with the conditions specified by state or federal regulatory agencies. All monitoring tasks must be located within or adjacent to the Project area and follow the Department's Regional Coastal Monitoring Program and FWC's marine turtle and shorebird monitoring programs. Guidance for monitoring of nearshore resources is available in the Department's Standard Operation Procedures For Nearshore Hardbottom Monitoring Of Beach Nourishment Projects. The Local Sponsor must submit work products directly to the appropriate state or federal regulatory agencies in accordance with permit conditions to be eligible for reimbursement under this task, unless otherwise directed.

Deliverable: For each interim or final payment, the Local Sponsor will provide a Task Summary Report containing; 1) An itemized listing of all monitoring activities completed or in progress during the payment request period and, 2) Documentation of submittal to state and federal regulatory agencies of completed monitoring data, surveys and final reports for permit-required work under this task description.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Construction	40.95%		\$538,146.00	\$776,007.00	\$1,314,153.00
2	Monitoring	40.95%		\$33,988.00	\$49,012.00	\$83,000.00
	TOTAL PROJECT COSTS			\$572,134.00	\$825,019.00	\$1,397,153.00

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Construction	Contractual Services	\$538,146.00	06/06/2014	06/06/2019
2	Monitoring	Contractual Services	\$33,988.00	01/01/2016	06/30/2020
Total:			\$572,134.00		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

TCM Agenda Backup 7-10-18

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Rev. 4/27/2018

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

EXHIBIT D

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I**

PAYMENT SUMMARY

Name of Project: Mid-Town Beach Nourishment Project

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 19PB12

Remittance Address: _____

Billing Number: _____

Billing Type: ☐ Interim Billing ☐ Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

*if applicable

Cost Summary:

State Funds Obligated
\$ _____

Local Funds Obligated
\$ _____

Less Advance Pay
\$ _____

Less Advance Pay
\$ _____

Less Previous Payment
\$ _____

Less Previous Credits
\$ _____

Less Previous Retained
\$ _____

Less This Credit
\$ _____

Less This Payment
\$ _____

Local Funds Remaining
\$ _____

Less This Retainage (5%)
\$ _____

State Funds Remaining
\$ _____

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART II**

TCM Agreement No. 19PB12, Exhibit D, Page 2 of 5

Name of Project: _____ Billing Period (1): _____
 Billing Number: _____ Person Completing Form & Telephone Number (2): _____
 DEP Agreement Number: _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Task Number (3)	SOW Number (3)	Invoice Amount(4)	Eligible Cost (5)	% Fed Share (6)	Federal Share of Invoice Amount (7)**	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
										-	-		\$0.00	0.00		0.00	0.00
										Totals	-		-	-	-	-	-

Total Due to Local Sponsor (15) _____

- Form Instructions:
1. Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
 2. Person responsible for completing this form: Please identify the person responsible for completing information if clarification is needed.
 3. Task #: Must identify Task..
 4. SOW #: Must identify SOW(s) for each invoice. If invoice covers multiple SOW, that invoice would be listed multiple times, a line item for each SOW.
 4. Invoice Amount
 5. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
 6. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
 7. Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
 8. Non-Federal Share: Eligible Cost (5) minus Federal Share of Invoiced Amount (7).
 9. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
 10. State Share: Multiply Non-Federal Share by State Share Percentage.
 11. Local Share: Subtract State Share from Non-Federal Share.
 12. Retainage Payment: Requires separate line for each completed **Task, Sub-Task and or Deliverable** that retainage is being requested.
 13. Withheld Retainage: Multiply State Share by 10%.
 14. State Payment: Subtract Retainage from State Share.
 15. Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).
- Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.**
- Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-2978 or email at Janice.L.Simmons@dep.state.fl.us

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
PROJECT PROGRESS REPORT**

Name of Project: Mid-Town Beach Nourishment Project

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 19PB12

Billing Number: _____

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:

Progress for this reporting period:

Identify any delays or problems encountered:

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST
REQUEST FOR PAYMENT – PART IV**

Name of Project: Mid-Town Beach Nourishment Project

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 19PB12

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the Project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the Project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CONTRACT COMPLETION CERTIFICATION
PART V**

Name of Project: Mid-Town Beach Nourishment Project

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 19PB12

Task Completion ☐ (List Task) _____

Contract Completion ☐

*I hereby certify that the above-mentioned Project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department and Local Sponsor, and all funds expended for the Project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the Department, have been returned to the Department, or will be returned to the Department within sixty (60) days of the completion of construction portion of this Project. Unused funds advanced to the United States Army Corps of Engineers through Local Sponsors will be due sixty (60) days after the Federal final accounting has been completed.

Name of Project Manager

Signature of Project Manager

Date

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 100-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grant of Florida Department of Environmental Protection Contract No. 19PB6, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Florida Beach Management Funding Assistance Program, Specifically Reimbursement for the 2016 Phipps Ocean Park Beach Nourishment Project, in the Amount of \$7,437,690, and Authorizing the Mayor to Execute Same on Behalf of the Town.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated June 26, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 100-2018**
- ▣ **DEP Grant Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Authorization for State Grant No. 19PB6
Phipps Ocean Park Beach Nourishment Reimbursement
Resolution No. 100-2018

DATE: June 26, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 100-2018 authorizing the Mayor to sign the Florida Department of Environmental Protection (FDEP) Agreement 19PB6 for State cost sharing participation in the amount of \$7,437,690 for reimbursement of the 2016 Phipps Ocean Park Beach Nourishment Project.

GENERAL INFORMATION

Each year the Town provides a Local Government Funding Request (LGFR) to the FDEP for projects that are eligible for State cost sharing. The LGFR includes specific project details that are each assigned scores. The scores are tallied and the projects are ranked in competition with other statewide requested projects. Florida Legislature determines the size of the annual appropriation that is assigned to projects on the ranked list. The Phipps Ocean Park Beach Nourishment Project sufficiently scored on the ranked list to be included for reimbursement within the FY 2018-2019 approved state budget.

FUNDING/FISCAL IMPACT

State funds will reimburse the Town \$7,437,690 for eligible costs associated with construction of the 2016 Phipps Ocean Park Beach Nourishment Project. State reimbursement funds are to be placed in the Town's Coastal Fund to either fund future coastal projects, or offset future account transfers.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency. In addition, the Town's Attorney will review the FDEP contract and approve it for legal form and sufficiency prior to execution.

Attachments

cc: Shore Protection Board
Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager
Robert Weber, Coastal Program Manager

RESOLUTION NO. 100-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STATE GRANT OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONTRACT NO. 19PB6, BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF PALM BEACH UNDER THE FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM, SPECIFICALLY REIMBURSEMENT FOR THE 2016 PHIPPS OCEAN PARK BEACH NOURISHMENT PROJECT, IN THE AMOUNT OF \$7,437,690, AND AUTHORIZING THE MAYOR TO EXECUTE SAME ON BEHALF OF THE TOWN.

* * * * *

WHEREAS, the Town of Palm Beach (Town) and the Florida Department of Environmental Protection (FDEP), have worked cooperatively by executing cost-sharing agreements related to implementing the Town's Comprehensive Coastal Management Plan; and

WHEREAS, the FDEP has agreed to a cost-share on eligible project elements related to the Phipps Ocean Park Beach Nourishment Project.

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The Town Council hereby authorizes the attached State of Florida Department of Environmental Protection (FDEP) Contract No. 19PB6, to reimburse the Town with eligible costs associated with construction of the 2016 Phipps Ocean Park Beach Nourishment Project in the amount of \$7,437,690.

Section 3. The Mayor is hereby authorized to execute FDEP Contract No. 19PB6, on behalf of the Town.

Section 5. This Resolution shall be provided to the FDEP, at 3900 Commonwealth Blvd., Mail Station 3601, Tallahassee, Florida 32399-3000, in accompaniment with an executed original of FDEP Contract No. 19PB6.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of July 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project) Agreement Number
Phipps Ocean Park Beach Nourishment
-
2. Parties **State of Florida Department of Environmental Protection**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)
-
- Grantee Name: Entity Type: **Local Government**
- Grantee Address: **Post Office Box 2029, Palm Beach, FL 33480-2029** FEID: **59-6000402**
(Grantee)
-
3. Agreement Begin Date: Date of Expiration:
July 1, 2018 **May 1, 2020**
-
4. Project Number: Project Location(s): **Palm Beach County**
(If different from Agreement Number)
-
- Project Description: **The Project consists of construction and post-construction monitoring of the 2016 nourishment.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$7,437,690.00	☒ State ☐ Federal	FY18/19 GAA Line # 1597	\$7,437,690.00
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ State ☐ Federal		

6. Department's Grant Manager Grantee's Grant Manager
- Name: **Natalie Geyer** Name: **Robert Weber**
- or successor
- Address: **Beach Management Funding Assistant** Address: **Town of Palm Beach**
- 3900 Commonwealth Boulevard, MS 3601** **Post Office Box 2029**
- Tallahassee, FL 32399-3000** **Palm Beach, FL 33480-2029**
- Phone: **(850) 245-2980** Phone: **(561) 838-5440**
- Email: **natalie.geyer@floridadep.gov** Email: **rweber@townofpalmbeach.com**
- or successor

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal)
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☐ Exhibit A: Progress Report Form
☐ Exhibit B: Disclosure of Lobbying Activities (Federal)
☐ Exhibit C: DEP Property Reporting Form
☒ Exhibit D: Payment Request Summary Form
☐ Exhibit E: Quality Assurance Requirements
☐ Exhibit F: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.

9.

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed _____

Print Name and Title of Person Signing

10.

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed _____

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

DEP Grant Manager

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

Attachment 1

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The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

Attachment 1

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charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

Attachment 1

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The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

Attachment 1

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- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, 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 Grantee 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., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

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Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott 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 Grantee 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 these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

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- may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 19PB6**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Phipps Ocean Park Beach Nourishment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on December 1, 2015 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements

See Attachment 3, Grant Work Plan.

9. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. **Other Insurance.** None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

Retainage is permitted under this agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

Special Terms for Projects on State-Owned Land. The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

14. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

15. Additional Terms.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Phipps Ocean Park Beach Nourishment

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R116 + 500 ft and R127 along the Atlantic Ocean in the Town of Palm Beach in Palm Beach County, Florida.

PROJECT BACKGROUND: The Project, also known as Reach 7, was initially restored in 2006. To compensate for anticipated impacts to hardbottom resources, a 3.1-acre mitigation reef was constructed in 2004 before sand placement. Another 0.8-acre deep-water mitigation reef was completed in 2006 as a federal requirement for the Project. In 2011, a FEMA dune repair project was completed in response to erosion caused by 2008 Tropical Storm Fay. The Project was included in the 2013 Palm Beach Island BMA Pilot Project. In coordination with the 2015 Mid-Town project, sand was placed above the mean high water line in the Project template as an interim dune nourishment. A full nourishment was completed in April 2016, placing approximately one million cubic yards of sand from an offshore borrow site along 2.1 miles of shoreline. During the 2016 nourishment of the Project, sand was stockpiled and subsequently transported to Reach 8 for dune maintenance in April 2016.

PROJECT DESCRIPTION: The Project consists of construction and post-construction monitoring of the 2016 nourishment event.

PROJECT ELIGIBILITY: The Department has determined that 78 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$7,437,690 for this Project or up to 39 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statutes (F.S.).

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

BMA – Beach Management Agreement
DEP – Florida Department of Environmental Protection
F.A.C. – Florida Administrative Code
FEMA – Federal Emergency Management Agency
F.S. – Florida Statutes
FWC – Florida Fish and Wildlife Conservation Commission

TASKS and DELIVERABLES:

For all tasks identified below, the Local Sponsor will provide detailed scopes of work or a letter requesting advance payment, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Construction

Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Task 2: Monitoring

State and federal monitoring required by permit is eligible for reimbursement pursuant to program statute and rule. In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest

and to be consistent with Section 287.057(17)(a)(1), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Department/Local Sponsor permittee/engineering consultant. The Local Sponsor's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(1), F.S., including a description of organizational, physical, and electronic barriers to be used by the Local Sponsor's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources. Department approval of the consultant's mitigation plan will be required prior to execution of this Agreement. If at any time the Local Sponsor and/or its engineering consultant fails to comply with this provision, the Local Sponsor agrees to reimburse the Department all funds provided by the Department associated with environmental monitoring for the Project listed.

Task Description: This task includes activities associated with permit-required monitoring conducted in accordance with the conditions specified by state or federal regulatory agencies. All monitoring tasks must be located within or adjacent to the Project area and follow the Department's Regional Coastal Monitoring Program and FWC's marine turtle and shorebird monitoring programs. Guidance for monitoring of nearshore resources is available in the Department's Standard Operation Procedures For Nearshore Hardbottom Monitoring Of Beach Nourishment Projects. The Local Sponsor must submit work products directly to the appropriate state or federal regulatory agencies in accordance with permit conditions to be eligible for reimbursement under this task, unless otherwise directed.

Deliverable: For each interim or final payment, the Local Sponsor will provide a Task Summary Report containing; 1) An itemized listing of all monitoring activities completed or in progress during the payment request period and, 2) Documentation of submittal to state and federal regulatory agencies of completed monitoring data, surveys and final reports for permit-required work under this task description.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Construction	39.00%		\$7,410,000.00	\$11,590,000.00	\$19,000,000.00
2	Monitoring	39.00%		\$27,690.00	\$43,310.00	\$71,000.00
	TOTAL PROJECT COSTS			\$7,437,690.00	\$11,633,310.00	\$19,071,000.00

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Construction	Contractual Services	\$7,410,000	12/01/2015	11/01/2019
2	Monitoring	Contractual Services	\$27,690	01/01/2018	11/01/2019
Total:			\$7,437,690		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Land Acquisition Trust Fund, GAA Line Item # 1597	2018-2019	37.003	Beach Management Funding Assistance Program	140126
				Total Award	\$7,437,690.00

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

EXHIBIT D

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I**

PAYMENT SUMMARY

Name of Project: Phipps Ocean Park Beach Nourishment

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 19PB6

Remittance Address: _____

Billing Number: _____

Billing Type: ☐ Interim Billing ☐ Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

*if applicable

Cost Summary:

State Funds Obligated
\$ _____

Local Funds Obligated
\$ _____

Less Advance Pay
\$ _____

Less Advance Pay
\$ _____

Less Previous Payment
\$ _____

Less Previous Credits
\$ _____

Less Previous Retained
\$ _____

Less This Credit
\$ _____

Less This Payment
\$ _____

Local Funds Remaining
\$ _____

Less This Retainage (5%)
\$ _____

State Funds Remaining
\$ _____

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART II**

TCM Agreement No. 19PB6, Exhibit D, Page 2 of 5

Name of Project: _____ Billing Period (1): _____
 Billing Number: _____ Person Completing Form & Telephone Number (2): _____
 DEP Agreement Number: _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Task Number (3)	SOW Number (3)	Invoice Amount(4)	Eligible Cost (5)	% Fed Share (6)	Federal Share of Invoice Amount (7)**	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
										-	-		\$0.00	0.00		0.00	0.00
										Totals	-		-	-	-	-	-

Total Due to Local Sponsor (15) _____

Form Instructions:
 1. Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
 2. Person responsible for completing this form: Please identify the person responsible for completing information if clarification is needed.
 3. Task #: Must identify Task..
 4. SOW #: Must identify SOW(s) for each invoice. If invoice covers multiple SOW, that invoice would be listed multiple times, a line item for each SOW.
 5. Invoice Amount
 6. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
 7. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
 8. Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
 9. Non-Federal Share: Eligible Cost (5) minus Federal Share of Invoiced Amount (7).
 10. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
 11. State Share: Multiply Non-Federal Share by State Share Percentage.
 12. Local Share: Subtract State Share from Non-Federal Share.
 13. Retainage Payment: Requires separate line for each completed **Task, Sub-Task and or Deliverable** that retainage is being requested.
 14. Withheld Retainage: Multiply State Share by 10%.
 15. State Payment: Subtract Retainage from State Share.
 16. Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).
Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.
 Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-2978 or email at Janice.L.Simmons@dep.state.fl.us

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
PROJECT PROGRESS REPORT**

Name of Project: Phipps Ocean Park Beach Nourishment

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 19PB6

Billing Number: _____

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:

Progress for this reporting period:

Identify any delays or problems encountered:

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST
REQUEST FOR PAYMENT – PART IV**

Name of Project: Phipps Ocean Park Beach Nourishment

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 19PB6

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the Project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the Project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CONTRACT COMPLETION CERTIFICATION
PART V**

Name of Project: Phipps Ocean Park Beach Nourishment

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 19PB6

Task Completion ☐ (List Task) _____

Contract Completion ☐

*I hereby certify that the above-mentioned Project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department and Local Sponsor, and all funds expended for the Project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the Department, have been returned to the Department, or will be returned to the Department within sixty (60) days of the completion of construction portion of this Project. Unused funds advanced to the United States Army Corps of Engineers through Local Sponsors will be due sixty (60) days after the Federal final accounting has been completed.

Name of Project Manager

Signature of Project Manager

Date

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Consent - Other

Agenda Title

Acceptance of Proposed Tree Donation for Bradley Park.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- **Memorandum dated June 27, 2018, from H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council
VIA: Kirk W. Blouin, Town Manager
FROM: H. Paul Brazil, P.E., Director of Public Works
RE: Accept Donation of a Tree at Bradley Park
DATE: June 27, 2018

STAFF RECOMMENDATION

Town staff recommends that the Town Council accept the donation of a new orange geiger tree for Bradley Park.

GENERAL INFORMATION

Staff was contacted by a resident inquiring on the proper steps to donate a tree. This donated tree would be in honor of Jean Pierre. Staff and the resident spoke with the Garden Club, Palm Beach Perseveration Foundation and Bradley Park landscape architect, Sanchez Maddiox Inc. All parties support the donation.

Upon review of this request, Sanchez Maddiox Inc. identified a tree in Bradley Park suitable for replacement. Multiple efforts have been taken to improve the condition of the existing tree, but in spite of these efforts, the tree has shown limited improvement. The Town's arborist agrees that replacement of this tree would have a positive effect in Bradley Park.

Staff will coordinate the removal of the existing tree and the installation of the new donated orange geiger tree, along with installation of a commemorative monument and plaque. The plaque will be consistent with other monument plaques through the park. All costs associated with this project will be funded by the donor. The estimated cost is approximately \$1,800.

FUNDING/FISCAL IMPACT

There is no fiscal impact to the Town because of this donation.

Attachment

cc: Jane Le Clainche, Director of Finance
Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Division Manager
Dean Mealy, Purchasing Manager

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Consent - Other

Agenda Title

Consideration of Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in the Lake Worth Lagoon and Completion of 2018/2019 Palm Beach Harbor Inlet Maintenance Dredging Project.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated June 25,2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Letter from Department of the Army**
- ▣ **Lake Worth Lagoon Staging Area**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk. W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Consideration of Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in the Lake Worth Lagoon and Construction of the 2018/2019 Palm Beach Harbor Inlet Maintenance Dredging Project

DATE: June 25, 2018

STAFF RECOMMENDATION

Town staff recommends Town Council approve a waiver for the United States Army Corps of Engineers (USACE) to allow construction related activities outside of the Town Code of Ordinances restrictions for construction dates, hours, and noise levels in the staging area shown in the request from the USACE.

In addition, staff recommends that the Town Council approve a waiver for the USACE to allow construction related services outside of the Town Code of Ordinances restrictions for construction dates, hours, and noise levels for dry beach placement activities between the inlet jetty and approximately Palmo Way.

GENERAL INFORMATION

The USACE plans to commence dredging of the Palm Beach Inlet as early as November 1, 2018 which will include placement of the sand on the dry beaches in Reaches 1 and 2. Town staff is working with USACE staff to be sure that the project is as least-impactful to the residents as possible.

The USACE intends for their contractor to utilize the Lake Worth Lagoon for project staging of offshore equipment. Because the Lake Worth Lagoon east of the Intracoastal Waterway's centerline is within the jurisdictional limits of the Town of Palm Beach, work performed in this area must either conform to the Town Code of Ordinances or be allowed by the Town Council.

This USACE request includes waivers of the following sections of the Town Code of Ordinances:

Section 42-198 – prohibits operation of equipment or machinery during winter, Sundays, and legal holidays (commencing on December 1 and ending May 1).

Section 42-199 – prohibits work between 5:00pm and 8:00am.

Sections 42-226 through 229 – regulates noise, equipment operation, and work hours and the standard Town requirement to “stand down for the season”.

The proposed staging area is the same location used successfully by the Town of Palm Beach last year, which is located near to the Port of Palm Beach and nearly 1/3-mile from the Town’s lagoon-front shoreline. No complaints were received when the proposed staging area was last used.

The USACE has developed plans and specifications that include dry beach placement for the dredged sand. Heavy equipment will be brought onto the beach at Palmo Way. Like the Mid-Town and Phipps nourishment projects, construction on the beach will occur 24 hours a day and 7 days a week. Therefore, Town staff recommends that Town Council include the same waivers to Sections 42-198, 199, and 226 through 229 of the Town Code of Ordinances for construction on the beach when considering that approval of waivers for the staging area.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this item.

Attachments

cc. Robert Weber, Coastal Program Manager
Bryan Merrill, USACE



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8175

JUN 07 2018

Programs and Project Management Division
Water Resource Branch

Mr. Robert Weber
Town of Palm Beach
Coastal Program Manager
951 Okeechobee Road, Suite A
West Palm Beach, FL 33401

Dear Mr. Weber:

The Jacksonville District, U.S. Army Corps of Engineers (Corps) is preparing to initiate maintenance dredging of the Palm Beach Harbor Federal entrance channel and settling basins. Work is scheduled to occur between December 2018 and April 2019. The Contractor is anticipated to operate marine and shore-based equipment 24 hours a day, 7 days a week. The Corps requests the approval from the Town Council for the contractor to stage within the jurisdictional limits of the Town of Palm Beach within the Lake Worth Lagoon. The designated staging area limits are shown on Enclosure 1.

The Corps is requesting variance on the below Town Code of Ordinances for the proposed work.

- Section 42-198 – prohibits operation of equipment or machinery during winter, Sundays, and legal holidays.
- Section 42-199 – prohibits work between 5:00pm and 8:00am.
- Sections 42-226 through 229 – regulates noise, equipment operation, and work hours and the standard Town requirement to “stand down for the season”.

If you have any further questions please do not hesitate to contact the Project Manager, Bryan Merrill at 904-232-2205 or bryan.t.merrill@usace.army.mil.

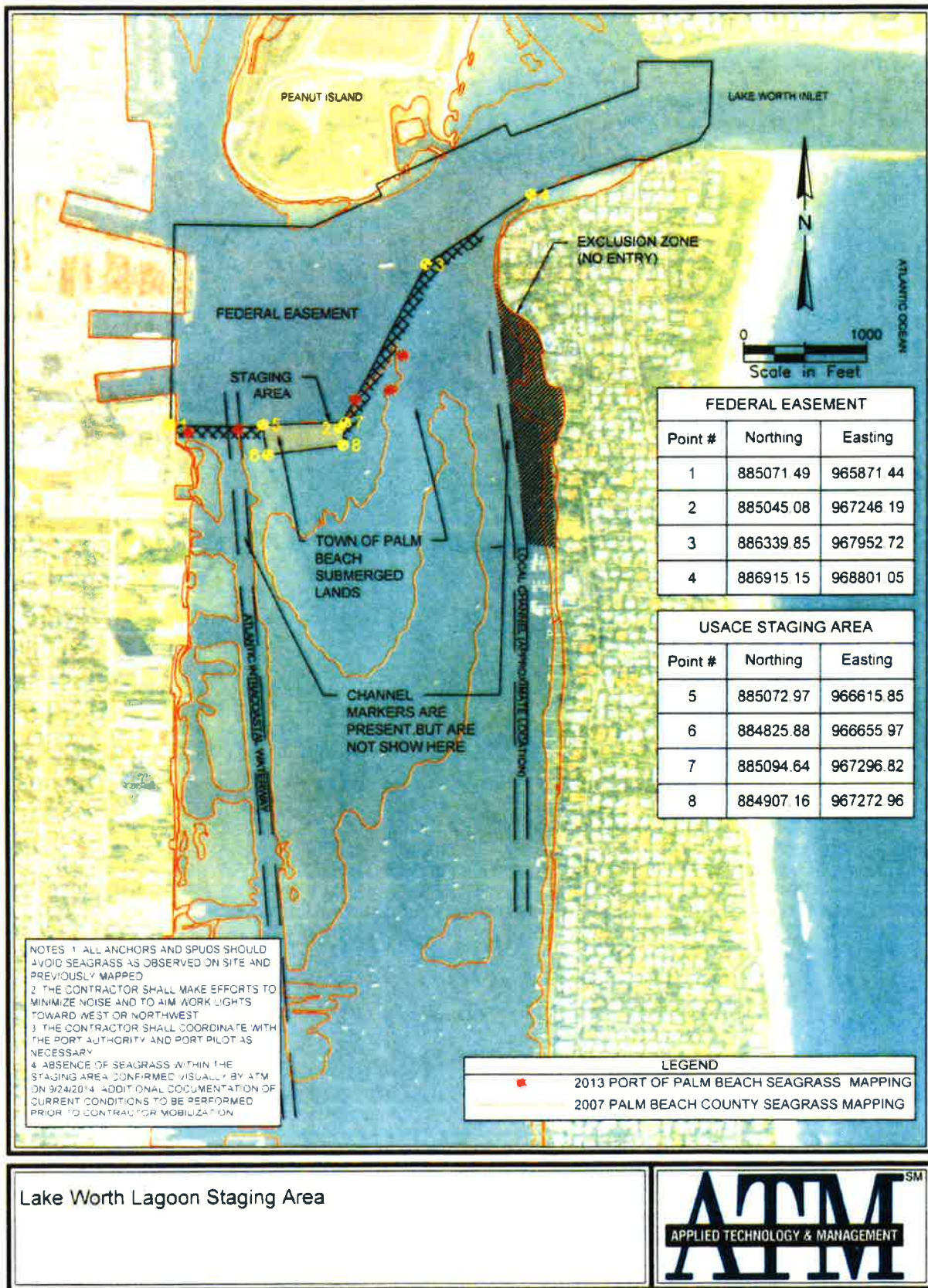
Sincerely,

TRULOCK.SHELLEY.F
AYE.1230638663

Digitally signed by
TRULOCK.SHELLEY.FAYE.1230638663
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=TRULOCK.SHELLEY.FAYE.1230638663
Date: 2018.06.07 10:02:49 -0400

Mike Renacker
Chief, Water Resources Branch

Enclosure



TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Board/Commission Annual Report

Agenda Title

Annual Report of the Retirement Board of Trustees.

Presenter

Ed Carter, Trustee

ATTACHMENTS:

- ▣ **Memorandum Dated July 10, 2018, from Ed Carter, Trustee and William P. Hanes, Retirement Administrator**
- ▣ **Annual Report**
- ▣ **Retirement System Ten-Year Projection**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

To: Mayor and Town Council

From: Ed Carter, Trustee
William P. Hanes, Retirement Administrator

Re: Annual Report-Town of Palm Beach Retirement System

Date: July 10, 2018

STAFF RECOMMENDATION

Staff recommends that the Town Council hear and accept the Town of Palm Beach Retirement System Board of Trustees Annual Report.

GENERAL INFORMATION

Trustee Ed Carter will present the annual report on behalf of the Town of Palm Beach Retirement System Board of Trustees. The report examines matters that impact funding of the pension plan with a particular focus on plan experiences that impact the payment of future Town contributions. The report includes a statement of activities by investment consultant, AndCo Consulting & Company, and provides a 10-year forecast by the actuary, Gabriel, Roeder, Smith & Company.

Town of Palm Beach Retirement System Annual Report

The Town of Palm Beach Retirement System is administered by a nine-member board of trustees, serving as fiduciaries to the members and fund. The board meets quarterly to discuss agenda items related to the administration of the retirement plan. The board consists of five (5) resident members who are appointed by Town Council, three (3) Town employees representing groups General & Ocean Rescue, Police Officers, and Fire Rescue. The trustees serve in staggering terms of office. The Town Manager serves as an ex officio voting trustee member. Trustees of the board are as follows:

Daniel Stanton, Chairman (Resident)	Jeff Amling, Trustee (Resident)
Gerald Goldsmith, Chair Pro Tem (Resident)	Kirk Blouin, Trustee (Town Mgr.)
Brett Madison, Secretary (Employee)	Michael Marx, Trustee (Employee)
Brad Kaufman, Trustee (Resident)	Daniel Wilkinson, Trustee (Employee)
Ed Carter, Trustee (Resident)	

Actuarial Funding and Contribution Status

The funding status of the plan is determined after the fiscal year end, and after the system's actuary, Gabriel, Roeder & Smith (GRS), collects and analyzes the numerous system demographic and economic fiscal year experiences. These experiences are then compared to the actuarial assumptions (investment, retirement, DROP, terminations, mortality, payroll increases, etc.). The funding status and future Town contributions are identified within the fiscal year actuarial valuation based on these experiences. The current funding status is based on the most recent September 30, 2017 actuarial valuation. The 2017 fiscal year funding ratio of the retirement system is 68.9%. The 2017 Unfunded Actuarial Accrued Liability (UAAL) is \$98,995,141.

The fiscal year 2019 actuarial determined employer contribution (ADEC) rate of payroll is derived from the fiscal year 2017 actuarial valuation. In the year that begins October 1, 2018 (FY 2019), the ADEC rate is 49.30% of payroll, representing \$9,631,447 if payment is distributed evenly across the fiscal year. The actuary determined that if the Town chooses to pay the full amount at the beginning of the 2019 fiscal year, the contribution payment will be reduced to \$9,302,382, representing a savings of \$329,065 in interest cost savings (and this amount is treated as an additional contribution to reduce the UAAL).

The assumed investment return used with the 2017 valuation was 7.3%, reduced from 7.4% in the previous valuation, and is scheduled to be reduced by .10% per year until reaching 7.0% as of September 30, 2020. Likewise, the payroll growth assumption used in the 2017 valuation was 3.00%, reduced from 3.25% in the previous valuation. This assumption will be reduced to 2.75% in the September 30, 2018 valuation. These changes in assumptions increase Town contributions for fiscal year 2019 by approximately \$327,000. The board also chose to reduce the amortization period for paying off the UAAL from 30 years to 25 years during the 2017 fiscal year, causing fiscal year 2019 Town contributions to increase by \$194,000. The 2017 valuation included changes in benefits made to benefit group General/ Ocean Rescue (May, 2017) and bargaining Firefighters (August, 2017). These changes in benefits resulted in an increase in UAAL of \$2.434 million.

The board reported last year to Town Council an expected experience loss for fiscal year 2017 of \$2.85 million (primarily resulting from phasing in the fiscal year 2015 loss on the market value of assets). Due to fiscal year 2017 demographic experience gains added to an excellent 11.3% market return during the year, the total experience loss during fiscal year 2017 was \$1.27 million instead of the \$2.85 million previously estimated from fiscal year 2016 based on a past 4-years of gains and losses (smoothing of assets). This resulted with an \$84,000 increase in the required Town ADEC for fiscal year 2019.

The method of recognizing gains and losses over a 5-year period, smoothing of assets, significantly reduces the obligations of the Town in years when there are larger than normal losses experienced from market returns. Fiscal year 2015 serves as an example for how smoothing of assets serves the Town. The year 2015 fiscal year experienced a market investment loss of -4.2%, a \$23.5 million actuarial loss. Without a 5-year period for smoothing of the loss, \$23.5 million (plus or minus other non-investment gains or losses) would be added to UAAL causing a significant increase to 2017 Town contributions. The actuary calculated the fiscal year 2017 market investment return based on a five-year smoothing of the assets producing a fiscal year 6.7% rate of return, creating an actuarial investment experience loss of \$1.5 million.

The actuary has forecast an unrecognized loss of \$3.4 million for fiscal year 2018 based on the four years from 2014 through 2017. This means the fund will need to earn a market return gain of \$3.4 million above the assumed return in order to avoid a fiscal year 2018 loss.

The actuary has indicated that it will take a market 9.5% rate of return to prevent an investment experience loss for fiscal year 2018. Investment consultant, AndCo, has calculated the fiscal year 2018 six-month, March 31, 2018 net market return to be 3.02%. This means the fund will need to experience a significant improvement over the remaining months to create the investment gains needed to avoid an investment loss for the year.

The actuary recently stated from the 2017 valuation that of the required Town ADEC of \$9.6 million, \$7.2 million is the interest expense on the UAAL. This interest expense is calculated on the UAAL (\$98.99 million) at the same interest rate as the assumed investment rate of return (7.3%). This interest expense represents 75% of the annual required ADEC. The board believes this significant annual interest payment should create an appropriate incentive for the Town Council to continue with an aggressive policy to pay down the UAAL.

Town Council adopted a policy recommended by the actuary to appropriate \$5.4 million each year toward the payment of the UAAL. This annual Town contribution represents a payment above what the actuary annually determines as a required minimum of future Town contributions, or ADEC. The actuary recently opined that contributing an additional \$5.42 million per year coupled with past strengthening of the actuarial

assumptions and methods are expected to significantly strengthen the funded status of the plan.

Conclusion

Trustees have expressed pleasure at seeing Town Council members attending quarterly board meetings, while listening and learning from discussions with professional consultants about the very complex issues of the Town's public retirement plan. It is occasionally suggested from Town citizens the idea that proper management of assets may prevent future investment reductions in plan assets. If there is an uncontroverted fact or axiom with institutional investing, it must be that one can rest assured that asset values will go up and go down. It is explicitly clear there is no guarantee that investments will do any of the things the portfolio was constructed to do. In fact, it will go down from time to time. The board of trustees and its advisors have been very proactive by managing the allocation of assets and portfolio managers to minimize risks and maximize returns.

Board members have expressed concern for what will happen when current trustees will at some point no longer serve on the board, and likewise members of Town Council will transition. Trustees fear that over time pressures will surface for other services and the Town Council will argue retirement plan funding levels have increased and the policy should be amended to reduce or eliminate the annual \$5.42 million allocation. Trustees have expressed their admiration and applaud Town Council for the decision to enact a policy establishing an additional \$5.42 million annual contribution toward a reduction of the UAAL. The trustees believe funding of the retirement plan continues to represent a significant risk facing the Town of Palm Beach in terms of its fiscal responsibility. We hope that future Town Councils will continue the current policy and that the annual \$5.42 million contribution will continue to be made.

FROM: Dave West, CFA, Senior Consultant
TO: Board of Trustees
DATE: July 10, 2018
RE: Town of Palm Beach Retirement System: Consultant Summary of Investment Activity

AndCo, as the Investment Consultant to the Board of Trustees of the Town of Palm Beach Retirement System ('the Plan') is pleased to provide the following summary of investment activity from the Consultant's date of hire through March 2018.

Summary of Investment Activity

Investment Environment

A slow, but sustained level of economic growth has provided a very constructive market environment for Pension Plan investments generally. While the low absolute level of interest rates has certainly been beneficial for the health and wellbeing of the economy, the commensurately low return afforded investors has arguably been the biggest challenge to institutional investment programs with fixed target return assumptions. The key to investment success thus far in the cycle has been driven by deploying alternate asset allocation solutions in lieu of investment in domestic bonds, and by maintaining a material allocation to the equity market. Investments with returns tied to inflation, such as commodities and commodity dependent emerging market economies, have not performed well in the low inflation environment to date.

We remain constructive on the general investment environment. The pace of economic growth should continue at a slow but steady pace while the Federal Reserve strives to manage to interest rate equilibrium through a well telegraphed schedule of hikes. The ECB, recently announcing the start of Tapering, provides further confidence of sustained economic growth abroad, all suggesting a continued period of prosperity in the maturing economic cycle. While valuations across investment areas appear universally full, reported earnings growth continues to support current equity market valuations at 18 times current profits. The orderly and prolonged credit cycle has kept investor confidence high resulting in a significant diminution of risk premiums on lower quality credit and liquidity.

The investment program is positioned well for a maturing market cycle. Investment program initiatives going forward will continue to address relative value opportunities and a continuance of a generally cycle-aware investment approach.

Summary of Changes

The Board has implemented significant changes to the portfolio allocation to better align investments with the inherent characteristics of this market cycle, effectively implementing a more "all weather" approach to the portfolio construction. Policy level allocation targets and benchmarks have been adjusted and should provide a more productive baseline for the asset allocation. The long-term target allocation to overall equity has been increased. Domestic Equity has been increased, while allocations to emerging markets and foreign equity have been decreased proportionally. Allocations to Alternative Investments, such as Hedge Funds, Commodities, and otherwise inflation driven investments have been reduced dramatically, while allocations to Institutional Core Real Estate have been increased. Allocations to bonds will be kept at policy minimums while holdings in Alternative investments have been decreased, and associated manager engagements have been adjusted to reflect this general portfolio strategy.

With these changes to the allocation strategy complete, most recent attention has been focused on the suitability of manager mandate assignments. The investment program will maintain a reasonable balance

utilizing both active and passive index strategies as deemed optimal. Most recent changes to active investment managers include active manager transitions in International Equity, Domestic Mid Cap Equity (Value), and Investment Grade Fixed Income. Manager terminations are largely performance based. Investment managers transitioning into the program bring a process with a demonstrated performance cycle that has added value with greater consistency. The Domestic Fixed Income mandate will now have a higher quality mandate. Quality will be increased for strategic reasons primarily tied to the maturity of the current economic cycle, and an inherent need to provide more impactful protection to the total portfolio per dollars invested.

Net Cash Flow from the Plan continues to require much attention. Improving overall program liquidity of investments remains an important consideration in the asset allocation decisions and manager product changes made to date. Investments have been reconfigured to provide greater liquidity to the system. Program rebalancing initiatives have been put in place to meet the cash flow needs with minimal disruption and cost to the investment program. Management fees have been reduced, freeing up liquid assets. Additionally, the Town has and should continue to benefit from a more immediate return on investment from the annual \$5.42 million lump sum contribution (in addition to considerable interest cost savings from doing so) as the new Town policy requires. We recommend continuing to monitor the Plan's cash flows periodically with projections provided by the actuary. The following represent fund return information:

Total Return for Fiscal Year 2017 was 11.26% (Net) exceeding the Actuarial Required Rate of Return (7.3%).

Total Plan Return for Calendar Year 2017 was 14.9% (Net)

Total Return for the most recent reporting periods ended March:

<u>Net Return FYTD</u>	<u>1 Year</u>	<u>3 Year</u>	<u>5 Year</u>
3.02% (Preliminary)	10.25%(Preliminary)	4.88%(Preliminary)	6.04%(Preliminary)

The high absolute return is a direct result of the asset allocation shift to equities and minimization of domestic fixed income implemented over the course of the 2017. Investment Program Peer Group, and benchmark comparisons are improving gradually as the new allocation strategy logs time.

General Operating Parameters

Investment Program Purpose: Plan investments will be structured with the intention of providing the largest contribution in payment of the Pension Benefit. However, it has been generally determined that market volatility potentially impacting the Town contribution requirement be an important consideration when evaluating overall investment risk. The Retirement Board recognizes that were the Plan to undertake a more aggressive investment program at currently available funded levels, there are insufficient dollars available to mathematically achieve a rate of return sufficient to pay off the Plan UAL or to materially close the current funding gap. However, other financial strategies have appropriately been deployed by the Town to better fund the system by additional Town contributions being appropriated.

Net Cash Flow from the Plan continues to require attention. Investments have been reconfigured to provide greater liquidity to the system. We recommend continuing to monitor the Plan's cash flows periodically with projections provided by the actuary.

Actuarial Rate of Return Assumption: The Retirement Board has engaged in a constructive dialogue with the Plan's consultants on this matter to review all associated implications on Plan costing and funding. The reduction in ROR assumption to 7% (over the course of 5 years) is appropriate and should provide the opportunity to execute the investment program in a manner consistent with guiding operating parameters.

We continue to advocate consideration of appropriate time horizons when considering prospective investment outcomes.

Summary Listing of Activity

The following actions were completed as recommended and approved by the Board of Trustees to address strategic challenges identified within the legacy investment objectives and program structure, and the impact of investments on the aggregate Plan funded position.

Reduction in the Actuarial ROR:

The return assumption is scheduled over a 5-year period to be reduced to 7% with the intention of improving overall Plan funding and sponsor contribution stability over time, and to reflect reduced Capital Market return expectations tempering prospective contributions from plan investments.

Tactical Objectives Adopted:

1. Restructure the investment portfolio to better maximize capital allocations.
 - a. Reduce exogenous market factor concentrations through the elimination of overlapping, and common factor driven investment mandates;
 - b. Increase domestic equity target allocation.
2. Improve the liquidity structure of the Plan investments to better address cash flow reality.
 - a. Elimination of less liquid investments;
 - b. Recognition of previous Private Equity Commitments yet to be called.

Completed Changes to the Investment Program:

The following changes were completed opportunistically, and as constrained by investment liquidity schedules during the fiscal year. These changes now complete the primary repositioning objectives.

1. Increased Domestic Equity allocation to new policy targets.
2. Reduction in Foreign equity allocation to new policy targets completed by termination of underperforming managers.
3. Addition of Core Real Estate (JP Morgan SPF), funded by the elimination of REIT equity and a reduction in domestic fixed income.
4. Reduction in less liquid, alternative investment strategies with termination/redemptions completed for:
 - a. Mesirow
 - b. Wellington
 - c. T. Rowe
 - d. Neuberger
 - e. IR & M
 - f. TAP
5. Review of the Plan's investments in Hedge Funds and Alternatives for:
 - a. Allocation and Purpose: Net reduction in capital committed to this area of investment
 - b. Manager Suitability Reviews: Consolidation and termination of underperforming managers
6. Review of Liquid Alternative investment focused on improving prospective fixed income returns.
7. Review and Transition of Active Equity Management Assignments:
 - a. Domestic Fixed Income: Goldman Sachs Core Plus transition to Garcia Hamilton & Assoc.
 - b. International Equity transition: Artisan Partners to WCM, and MFS
 - c. Domestic SMID Cap Equity transition: TS&W to Cooke & Bieler

March 15, 2018

Jane Struder, CPA
Director of Finance
Town of Palm Beach
360 S. County Road
Palm Beach, Florida 33480

Re: Town of Palm Beach Retirement System – 10-Year Projections

Dear Jane:

As requested, we have prepared projections for the Town of Palm Beach Retirement System (Plan) showing the projected assets, liabilities and contribution requirements over the next 10 years. These projections reflect the Town's funding policy (effective in 2017) to make extra payments in excess of the required employer contribution of \$5.42 million toward the unfunded actuarial liability each year until the plan becomes fully funded. This is subject to an annual cap on the total employer contribution of \$16 million per year (indexed at 2.75% per year).

The enclosed exhibits include projection results for the Plan in aggregate and for each of the three sub-groups (General & Ocean Rescue, Police Officers, and Firefighters) under the three deterministic assumption scenarios described below.

- **Scenario 1 (Baseline assumptions)** – same assumptions as used in the September 30, 2017 Actuarial Valuation Report, with two exceptions:
 - The investment return assumption is assumed to decrease by 0.1% per year from 7.3% used in the September 30, 2017 Actuarial Valuation Report to 7.0% as of September 30, 2020;
 - the payroll growth assumption is assumed to decrease from 3.00% used in the September 30, 2017 Actuarial Valuation Report to 2.75% as of September 30, 2018
- **Scenario 2 (Stress Test)** – same assumptions as described above but reflecting an actual return on the market value of assets of 5.0% each year.
- **Scenario 3 (Stress Test)** – same assumptions as described above but reflecting an actual return on the market value of assets of 3.0% each year.

Throughout the projection period, new members are assumed to be hired each year at a rate sufficient to maintain a constant active headcount. New employees are assumed to have the same average demographic characteristics (age, gender, salary – adjusted each year for inflation) at their dates of employment as those of current members with 5 years of service or less as of September 30, 2017. Additionally, DROP and Share accounts are projected forward assuming 40% payout in the

first projection year, 30% in year two, 20% in year three and the remainder paid out in year four. Projections are deterministic, meaning that throughout the projection period, Plan experience is expected to match the actuarial assumptions. For the stress test scenarios (scenarios 2 and 3) the investment return on the market value of assets each year is assumed to be 5.0% or 3.0%, as indicated, throughout the projection period.

The calculations are based upon assumptions regarding future events, which may or may not materialize. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

The calculations in this report are based upon information furnished by the Town of Palm Beach and the Plan Administrator for the September 30, 2017 Actuarial Valuation concerning Retirement System benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not otherwise audit the data. We are not responsible for the accuracy or completeness of the information provided by the Town or the Plan Administrator.

This report complements the September 30, 2017 Actuarial Valuation Report previously delivered to the Plan Administrator and the Town and should be considered in conjunction with the report. Please see the Actuarial Valuation Report as of September 30, 2017, dated February 22, 2018 for additional discussion of the nature of actuarial calculations and information related to participant data, economic and demographic assumptions, and benefit provisions.

Peter N. Strong and Jeffrey Amrose are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuaries are independent of the plan sponsor.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and

Jane Struder, CPA

March 15, 2018

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practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

Respectfully submitted,



Peter N. Strong, FSA, EA, MAAA
Senior Consultant and Actuary



Jeffrey Amrose, EA, MAAA
Senior Consultant and Actuary

Enclosures

cc: William P. Hanes, Esq, Plan Administrator (electronic)

Town of Palm Beach Retirement System (Composite)

Scenario 1 - Baseline Assumptions

10-Year Projection - Current Valuation Assumptions

(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)

Valuation Date	Active Count	Expected Benefit Payments	Actuarial		Actuarial		Unfunded		Fiscal Year Ending	Total Employer Contribution			
			Payroll	Liability	Accrued	Value of Assets	Accrued Liability	Funded Ratio		ADEC as % of Payroll	ADEC as Illustrative Dollar Amount	Additional Contribution	Total Contribution
9/30/2017	290	18,687,904	23,856,242	318,100,840	219,105,699	98,995,141	68.9%	2018	49.43%	9,195,946	5,420,000	14,615,946	
9/30/2018	290	19,091,771	23,098,170	322,667,145	223,040,153	99,626,992	69.1%	2019	49.30%	9,631,447	5,420,000	15,051,447	
9/30/2019	290	19,518,348	22,486,968	328,053,381	228,189,934	99,863,447	69.6%	2020	49.99%	9,939,719	5,420,000	15,359,719	
9/30/2020	290	19,989,378	21,884,632	334,250,169	239,172,616	95,077,553	71.6%	2021	49.94%	10,151,698	5,420,000	15,571,698	
9/30/2021	290	20,446,824	21,323,400	337,585,458	251,759,521	85,825,937	74.6%	2022	48.37%	10,070,801	5,420,000	15,490,801	
9/30/2022	290	20,923,847	21,882,270	341,803,045	264,398,015	77,405,030	77.4%	2023	45.52%	9,694,022	5,420,000	15,114,022	
9/30/2023	290	21,377,318	22,437,498	345,792,613	276,904,030	68,888,583	80.1%	2024	42.80%	9,326,817	5,420,000	14,746,817	
9/30/2024	290	21,747,802	23,106,758	349,524,307	289,261,848	60,262,459	82.8%	2025	40.06%	8,919,971	5,420,000	14,339,971	
9/30/2025	290	22,187,981	23,693,465	352,886,644	301,457,042	51,429,602	85.4%	2026	37.32%	8,452,439	5,420,000	13,872,439	
9/30/2026	290	22,550,809	24,310,383	355,913,786	313,348,944	42,564,842	88.0%	2027	34.23%	7,909,542	5,420,000	13,329,542	
9/30/2027	290	22,810,204	24,884,474	358,546,731	324,837,293	33,709,438	90.6%	2028	28.24%	6,633,741	5,420,000	12,053,741	
								2029	25.08%	5,958,618	5,420,000	11,378,618	
Total:											\$ 105,884,761	\$ 65,040,000	\$ 170,924,761
Total Present Value at 9/30/2017 (using 7% discount rate):											\$ 76,955,091	\$ 46,062,815	\$ 123,017,906

Assumptions

Mortality Assumption: FRS Non-Special Risk Mortality for General Employees; FRS Special Risk Mortality for Ocean Rescue, Police Officers and Firefighters

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: Same as assumed above

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Total employer contributions should not expect any reduction from Chapter 175 or 185 monies.

Additional contributions of \$5.42 million per year beginning in FYE 2017 until the Plan is fully funded, subject to total annual contribution cap of \$16 million, indexed after 2017; allocated between the benefit groups based on each group's proportion of the total amount of unfunded actuarial accrued liability as of the prior valuation year.

Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

March 15, 2018

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Town of Palm Beach Retirement System (Composite)

Scenario 2 - Stress Test

**10-Year Projection - 5% Actual Rate of Return on Plan Assets Assumed to be Earned Each Year
(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)**

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded			Total Employer Contribution				
						Actuarial Accrued Liability	Actuarial Value of Assets	Funded Ratio	Fiscal Year Ending	ADEC as % of Payroll	ADEC as Illustrative Dollar Amount	Additional Contribution	Total Contribution
9/30/2017	290	18,687,904	23,856,242	318,100,840	219,105,699	98,995,141		68.9%	2018	49.43%	9,195,946	5,420,000	14,615,946
9/30/2018	290	19,091,771	23,098,170	322,667,145	222,048,581	100,618,564		68.8%	2019	49.30%	9,631,447	5,420,000	15,051,447
9/30/2019	290	19,518,348	22,486,968	328,053,381	225,161,444	102,891,938		68.6%	2020	50.29%	10,000,023	5,420,000	15,420,023
9/30/2020	290	19,989,378	21,884,632	334,250,169	233,091,312	101,158,857		69.7%	2021	50.85%	10,337,469	5,420,000	15,757,469
9/30/2021	290	20,446,824	21,323,400	337,585,458	241,596,446	95,989,012		71.6%	2022	50.18%	10,447,692	5,420,000	15,867,692
9/30/2022	290	20,923,847	21,882,270	341,803,045	249,065,661	92,737,385		72.9%	2023	48.53%	10,335,275	5,420,000	15,755,275
9/30/2023	290	21,377,318	22,437,498	345,792,613	256,284,804	89,507,809		74.1%	2024	47.33%	10,314,116	5,420,000	15,734,116
9/30/2024	290	21,747,802	23,106,758	349,524,307	263,275,630	86,248,678		75.3%	2025	46.32%	10,313,257	5,420,000	15,733,257
9/30/2025	290	22,187,981	23,693,465	352,886,644	270,015,810	82,870,834		76.5%	2026	45.44%	10,293,309	5,420,000	15,713,309
9/30/2026	290	22,550,809	24,310,383	355,913,786	276,368,842	79,544,944		77.7%	2027	44.35%	10,248,076	5,420,000	15,668,076
9/30/2027	290	22,810,204	24,884,474	358,546,731	282,324,169	76,222,563		78.7%	2028	40.11%	9,420,216	5,420,000	14,840,216
									2029	39.34%	9,347,028	5,420,000	14,767,028
Total:													
Total Present Value at 9/30/2017 (using 7% discount rate):											\$ 119,883,854	\$ 65,040,000	\$184,923,854
											\$ 84,799,411	\$ 46,062,814	\$130,862,225

Mortality Assumption: FRS Non-Special Risk Mortality for General Employees; FRS Special Risk Mortality for Ocean Rescue, Police Officers and Firefighters
Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter
Actual Return on Plan Assets: 5.0% per annum

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Total employer contributions should not expect any reduction from Chapter 175 or 185 monies.

Additional contributions of \$5.42 million per year beginning in FYE 2017 until the Plan is fully funded, subject to total annual contribution cap of \$16 million, indexed after 2017; allocated between the benefit groups based on each group's proportion of the total amount of unfunded actuarial accrued liability as of the prior valuation year.

Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

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Town of Palm Beach Retirement System (Composite)

Scenario 3 - Stress Test

**10-Year Projection - 3% Actual Rate of Return on Plan Assets Assumed to be Earned Each Year
(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)**

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Unfunded				Total Employer Contribution				
				Actuarial Liability	Actuarial Value of Assets	Actuarial Accrued Liability	Actuarial Ratio	Fiscal Year Ending	ADEC as % of Payroll	ADEC as Illustrative Dollar Amount	Additional Contribution	Total Contribution
9/30/2017	290	18,687,904	23,856,242	318,100,840	219,105,699	98,995,141	68.9%	2018	49.43%	9,195,946	5,420,000	14,615,946
9/30/2018	290	19,091,771	23,098,170	322,667,145	221,242,200	101,424,945	68.6%	2019	49.30%	9,631,447	5,420,000	15,051,447
9/30/2019	290	19,518,348	22,486,968	328,053,381	222,657,484	105,395,897	67.9%	2020	50.54%	10,050,206	5,420,000	15,470,206
9/30/2020	290	19,989,378	21,884,632	334,250,169	227,973,803	106,276,366	68.2%	2021	51.63%	10,494,969	5,420,000	15,914,969
9/30/2021	290	20,446,824	21,323,400	337,585,458	232,939,095	104,646,363	69.0%	2022	51.73%	10,770,166	5,420,000	16,190,166
9/30/2022	290	20,923,847	21,882,270	341,803,045	235,936,397	105,866,648	69.0%	2023	51.14%	10,891,450	5,420,000	16,311,450
9/30/2023	290	21,377,318	22,437,498	345,792,613	238,573,437	107,219,176	69.0%	2024	51.45%	11,211,518	5,420,000	16,631,518
9/30/2024	290	21,747,802	23,106,758	349,524,307	240,976,496	108,547,811	68.9%	2025	51.95%	11,566,150	5,420,000	16,986,150
9/30/2025	290	22,187,981	23,693,465	352,886,644	243,196,925	109,689,719	68.9%	2026	52.70%	11,936,850	5,420,000	17,356,850
9/30/2026	290	22,550,809	24,310,383	355,913,786	245,127,137	110,786,649	68.9%	2027	53.23%	12,301,665	5,420,000	17,721,665
9/30/2027	290	22,810,204	24,884,474	358,546,731	246,807,119	111,739,612	68.8%	2028	50.32%	11,818,902	5,420,000	17,238,902
								2029	51.17%	12,156,520	5,420,000	17,576,520
Total:												
										\$ 132,025,789	\$ 65,040,000	\$ 197,065,789
Total Present Value at 9/30/2017 (using 7% discount rate):										\$ 91,620,297	\$ 46,062,815	\$ 137,683,112

Mortality Assumption: FRS Non-Special Risk Mortality for General Employees; FRS Special Risk Mortality for Ocean Rescue, Police Officers and Firefighters

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: 3.0% per annum

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Total employer contributions should not expect any reduction from Chapter 175 or 185 monies.

Additional contributions of \$5.42 million per year beginning in FYE 2017 until the Plan is fully funded, subject to total annual contribution cap of \$16 million, indexed after 2017; allocated between the benefit groups based on each group's proportion of the total amount of unfunded actuarial accrued liability as of the prior valuation year.

Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

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Town of Palm Beach Retirement System - General Employees and Ocean Rescue

Scenario 1 - Baseline Assumptions

10-Year Projection - Current Valuation Assumptions

(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Total Employer Contribution			
								Fiscal Year Ending	ADEC as % of Payroll	ADEC as Illustrative Dollar Amount	Total Contribution
9/30/2017	178	11,086,494	8,586,591	116,117,612	84,968,775	31,148,837	73.2%	2018	27.25%	3,063,127	4,768,531
9/30/2018	178	11,338,503	8,346,616	118,030,431	86,177,558	31,852,873	73.0%	2019	27.89%	3,232,923	4,965,813
9/30/2019	178	11,535,898	8,164,940	120,214,658	87,814,450	32,400,208	73.0%	2020	28.50%	3,366,071	5,124,563
9/30/2020	178	11,793,931	8,003,383	122,660,536	91,637,084	31,023,452	74.7%	2021	28.87%	3,469,194	5,237,720
9/30/2021	178	11,998,183	7,857,623	124,055,010	95,976,048	28,078,962	77.4%	2022	28.16%	3,459,656	5,232,872
9/30/2022	178	12,234,721	8,084,972	125,717,630	100,243,851	25,473,779	79.7%	2023	26.72%	3,338,803	5,122,509
9/30/2023	178	12,473,408	8,322,020	127,282,969	104,469,148	22,813,821	82.1%	2024	25.36%	3,232,024	5,026,965
9/30/2024	178	12,675,575	8,578,387	128,728,120	108,620,589	20,107,531	84.4%	2025	23.97%	3,114,253	4,922,723
9/30/2025	178	12,919,594	8,838,341	130,032,624	112,713,481	17,319,143	86.7%	2026	22.57%	2,979,353	4,804,561
9/30/2026	178	13,118,984	9,118,563	131,171,947	116,674,705	14,497,242	88.9%	2027	20.98%	2,823,726	4,669,734
9/30/2027	178	13,283,634	9,370,924	132,116,202	120,481,732	11,634,470	91.2%	2028	19.33%	2,641,333	4,511,991
								2029	17.54%	2,426,954	4,283,345
Total:											
Total Present Value at 9/30/2017 (using 7% discount rate):									\$ 37,147,417	\$ 21,523,910	\$ 58,671,327
									\$ 26,735,091	\$ 15,150,611	\$ 41,885,702

Assumptions

Mortality Assumption: FRS Non-Special Risk Mortality for General Employees and FRS Special Risk Mortality for Ocean Rescue

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: Same as assumed above

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Additional contributions of \$5.42 million per year beginning in FYE 2017 until the Plan is fully funded, subject to total annual contribution cap of \$16 million, indexed after 2017, allocated between the benefit groups based on each group's proportion of the total amount of unfunded actuarial accrued liability as of the prior valuation year.

Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

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Town of Palm Beach Retirement System - General Employees and Ocean Rescue

Scenario 2 - Stress Test

10-Year Projection - 5% Actual Rate of Return on Plan Assets Assumed to be Earned Each Year
(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Total Employer Contribution				
								Fiscal Year Ending	ADEC as % of Payroll	ADEC as Illustrative Dollar Amount	Additional Contribution	Total Contribution
9/30/2017	178	11,086,494	8,586,591	116,117,612	84,968,775	31,148,837	73.2%	2018	27.25%	3,063,127	1,705,404	4,768,531
9/30/2018	178	11,338,503	8,346,616	118,030,431	85,792,866	32,237,565	72.7%	2019	27.89%	3,232,923	1,736,535	4,969,458
9/30/2019	178	11,535,898	8,164,940	120,214,658	86,644,876	33,569,782	72.1%	2020	28.72%	3,391,651	1,768,343	5,159,994
9/30/2020	178	11,793,931	8,003,383	122,660,536	89,298,449	33,362,087	72.8%	2021	29.52%	3,547,297	1,787,510	5,334,807
9/30/2021	178	11,998,183	7,857,623	124,055,010	92,083,408	31,971,602	74.2%	2022	29.45%	3,618,022	1,805,270	5,423,292
9/30/2022	178	12,234,721	8,084,972	125,717,630	94,395,959	31,321,671	75.1%	2023	28.86%	3,606,920	1,830,583	5,437,503
9/30/2023	178	12,473,408	8,322,020	127,282,969	96,646,002	30,636,967	75.9%	2024	28.58%	3,642,292	1,855,172	5,497,464
9/30/2024	178	12,675,575	8,578,387	128,728,120	98,813,362	29,914,758	76.8%	2025	28.31%	3,677,589	1,879,889	5,557,478
9/30/2025	178	12,919,594	8,838,341	130,032,624	100,905,388	29,127,236	77.6%	2026	28.08%	3,707,740	1,905,008	5,612,748
9/30/2026	178	13,118,984	9,118,563	131,171,947	102,846,123	28,325,824	78.4%	2027	27.75%	3,733,565	1,930,053	5,663,618
9/30/2027	178	13,283,634	9,370,924	132,116,202	104,643,768	27,472,434	79.2%	2028	27.45%	3,751,173	1,953,497	5,704,670
	178							2029	27.18%	3,760,869	1,956,282	5,717,151
Total:										\$ 42,733,168	\$ 22,113,546	\$ 64,846,714
Total Present Value at 9/30/2017 (using 7% discount rate):										\$ 29,874,105	\$ 15,502,333	\$ 45,376,438

Assumptions

Mortality Assumption: FRS Non-Special Risk Mortality for General Employees and FRS Special Risk Mortality for Ocean Rescue
Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter
Actual Return on Plan Assets: 5.0% per annum
Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter
For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.
We have not determined any additional possible impact due to F.S. 112.64(5).
Additional contributions of \$5.42 million per year beginning in FYE 2017 until the Plan is fully funded, subject to total annual contribution cap of \$16 million, indexed after 2017; allocated between the benefit groups based on each group's proportion of the total amount of unfunded actuarial accrued liability as of the prior valuation year.
Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by Gabriel, Roeder, Smith & Company

March 15, 2018

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Town of Palm Beach Retirement System - General Employees and Ocean Rescue

Scenario 3 - Stress Test

**10-Year Projection - 3% Actual Rate of Return on Plan Assets Assumed to be Earned Each Year
(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)**

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded		Total Employer Contribution				
						Actuarial	Ratio	Fiscal Year Ending	ADEC as % of Payroll	ADEC as Illustrative Dollar Amount	Additional Contribution	Total Contribution
9/30/2017	178	11,086,494	8,586,591	116,117,612	84,968,775	31,148,837	73.2%	2018	27.25%	3,063,127	1,705,404	4,768,531
9/30/2018	178	11,338,503	8,346,616	118,030,431	85,479,746	32,550,685	72.4%	2019	27.89%	3,232,923	1,739,461	4,972,384
9/30/2019	178	11,535,898	8,164,940	120,214,658	85,676,982	34,537,676	71.3%	2020	28.90%	3,412,362	1,776,105	5,188,467
9/30/2020	178	11,793,931	8,003,383	122,660,536	87,328,364	35,332,172	71.2%	2021	30.07%	3,612,937	1,801,909	5,414,846
9/30/2021	178	11,998,183	7,857,623	124,055,010	88,763,128	35,291,882	71.6%	2022	30.54%	3,751,052	1,827,890	5,578,942
9/30/2022	178	12,234,721	8,084,972	125,717,630	89,379,088	36,338,542	71.1%	2023	30.69%	3,835,016	1,860,406	5,695,422
9/30/2023	178	12,473,408	8,322,020	127,282,969	89,906,848	37,376,121	70.6%	2024	31.34%	3,993,189	1,889,388	5,882,577
9/30/2024	178	12,675,575	8,578,387	128,728,120	90,362,237	38,365,883	70.2%	2025	32.01%	4,158,742	1,915,682	6,074,424
9/30/2025	178	12,919,594	8,838,341	130,032,624	90,776,010	39,256,614	69.8%	2026	32.77%	4,326,290	1,939,752	6,266,042
9/30/2026	178	13,118,984	9,118,563	131,171,947	91,079,629	40,092,318	69.4%	2027	33.39%	4,493,367	1,961,431	6,454,798
9/30/2027	178	13,283,634	9,370,924	132,116,202	91,299,766	40,816,436	69.1%	2028	34.10%	4,659,627	1,979,827	6,639,454
	178							2029	34.85%	4,822,299	1,982,149	6,804,448
Total:										\$ 47,360,931	\$ 22,379,404	\$ 69,740,335
Total Present Value at 9/30/2017 (using 7% discount rate):										\$ 32,482,723	\$ 15,670,174	\$ 48,152,897

Assumptions

Mortality Assumption: FRS Non-Special Risk Mortality for General Employees and FRS Special Risk Mortality for Ocean Rescue

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: 3.0% per annum

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Additional contributions of \$5.42 million per year beginning in FYE 2017 until the Plan is fully funded, subject to total annual contribution cap of \$16 million, indexed after 2017; allocated between the benefit groups based on each group's proportion of the total amount of unfunded actuarial accrued liability as of the prior valuation year.

Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

March 15, 2018

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Town of Palm Beach Retirement System - Police Officers

Scenario 1 - Baseline Assumptions

10-Year Projection - Current Valuation Assumptions

(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Total Employer Contribution				
								Fiscal Year Ending	ADEC as % of Payroll	ADEC as Illustrative Dollar Amount	Additional Contribution	Total Contribution
9/30/2017	54	3,865,012	6,806,177	98,305,756	68,773,459	29,532,297	70.0%	2018	76.87%	2,870,523	1,616,898	4,487,421
9/30/2018	54	3,868,355	6,822,358	100,264,079	70,659,745	29,604,334	70.5%	2019	72.67%	2,936,040	1,610,562	4,546,602
9/30/2019	54	3,977,579	6,784,932	102,247,662	72,595,136	29,652,526	71.0%	2020	74.56%	3,004,035	1,609,365	4,613,400
9/30/2020	54	4,055,393	6,746,004	104,342,635	76,188,789	28,153,846	73.0%	2021	74.00%	3,065,655	1,604,941	4,670,596
9/30/2021	54	4,166,772	6,724,918	105,395,089	80,152,449	25,242,640	76.0%	2022	71.90%	3,036,929	1,594,100	4,631,029
9/30/2022	54	4,262,898	6,884,087	106,560,519	83,952,085	22,608,434	78.8%	2023	67.22%	2,917,232	1,583,072	4,500,304
9/30/2023	54	4,337,863	7,065,624	107,652,261	87,687,314	19,964,947	81.5%	2024	62.97%	2,795,834	1,570,797	4,366,631
9/30/2024	54	4,413,734	7,320,752	108,640,767	91,359,657	17,281,110	84.1%	2025	58.84%	2,658,406	1,554,261	4,212,667
9/30/2025	54	4,491,833	7,482,887	109,452,244	94,896,626	14,555,618	86.7%	2026	54.41%	2,501,253	1,533,970	4,035,223
9/30/2026	54	4,521,231	7,678,008	110,153,837	98,270,292	11,883,545	89.2%	2027	49.51%	2,316,270	1,513,193	3,829,463
9/30/2027	54	4,482,448	7,878,084	110,693,064	101,417,348	9,275,716	91.6%	2028	30.90%	1,455,083	1,491,404	2,946,487
								2029	27.09%	1,264,728	1,561,155	2,825,883
Total:										\$ 30,821,988	\$ 18,843,718	\$ 49,665,706
Total Present Value at 9/30/2017 (using 7% discount rate):										\$ 22,712,325	\$ 13,413,040	\$ 36,125,365

Assumptions

Mortality Assumption: FRS Special Risk Mortality

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: Same as assumed above

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Total employer contributions should not expect any reduction from Chapter 185 monies.

Additional contributions of \$5.42 million per year beginning in FYE 2017 until the Plan is fully funded, subject to total annual contribution cap of \$16 million, indexed after 2017; allocated between the benefit groups based on each group's proportion of the total amount of unfunded actuarial accrued liability as of the prior valuation year.

Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

March 15, 2018

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Town of Palm Beach Retirement System - Police Officers

Scenario 2 - Stress Test

**10-Year Projection - 5% Actual Rate of Return on Plan Assets Assumed to be Earned Each Year
(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)**

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Total Employer Contribution				
								Fiscal Year Ending	ADEC as % of Payroll	ADEC as Illustrative Dollar Amount	Additional Contribution	Total Contribution
9/30/2017	54	3,865,012	6,806,177	98,305,756	68,773,459	29,532,297	70.0%	2018	76.87%	2,870,523	1,616,898	4,487,421
9/30/2018	54	3,868,355	6,822,358	100,264,079	70,345,420	29,918,659	70.2%	2019	72.67%	2,936,040	1,611,622	4,547,662
9/30/2019	54	3,977,579	6,784,932	102,247,662	71,634,442	30,613,220	70.1%	2020	74.99%	3,021,360	1,612,601	4,633,961
9/30/2020	54	4,055,393	6,746,004	104,342,635	74,259,523	30,083,112	71.2%	2021	75.29%	3,119,097	1,611,826	4,730,923
9/30/2021	54	4,166,772	6,724,918	105,395,089	76,930,467	28,464,622	73.0%	2022	74.45%	3,144,636	1,607,249	4,751,885
9/30/2022	54	4,262,898	6,884,087	106,560,519	79,097,843	27,462,676	74.2%	2023	71.43%	3,099,939	1,605,045	4,704,984
9/30/2023	54	4,337,863	7,065,624	107,652,261	81,172,073	26,480,188	75.4%	2024	69.29%	3,076,438	1,603,465	4,679,903
9/30/2024	54	4,413,734	7,320,752	108,640,767	83,174,913	25,465,854	76.6%	2025	68.01%	3,072,709	1,600,314	4,673,023
9/30/2025	54	4,491,833	7,482,887	109,452,244	85,035,687	24,416,557	77.7%	2026	66.62%	3,062,552	1,596,916	4,659,468
9/30/2026	54	4,521,231	7,678,008	110,153,837	86,724,948	23,428,889	78.7%	2027	64.98%	3,040,017	1,596,388	4,636,405
9/30/2027	54	4,482,448	7,878,084	110,693,064	88,209,830	22,483,234	79.7%	2028	47.40%	2,232,070	1,598,728	3,830,798
								2029	46.97%	2,192,848	1,639,886	3,832,734
Total:												
Total Present Value at 9/30/2017 (using 7% discount rate):										\$ 34,868,229	\$ 19,300,938	\$ 54,169,167
										\$ 24,984,780	\$ 13,672,473	\$ 38,657,253

Assumptions

Mortality Assumption: FRS Special Risk Mortality

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: 5.0% per annum

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Total employer contributions should not expect any reduction from Chapter 185 monies.

Additional contributions of \$5.42 million per year beginning in FYE 2017 until the Plan is fully funded, subject to total annual contribution cap of \$16 million, indexed after 2017; allocated between the benefit groups based on each group's proportion of the total amount of unfunded actuarial accrued liability as of the prior valuation year.

Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

March 15, 2018

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Town of Palm Beach Retirement System - Police Officers

Scenario 3 - Stress Test

**10-Year Projection - 3% Actual Rate of Return on Plan Assets Assumed to be Earned Each Year
(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)**

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Total Employer Contribution				
								Fiscal Year Ending	ADEC as % of Payroll	ADEC as Illustrative Dollar Amount	Additional Contribution	Total Contribution
9/30/2017	54	3,865,012	6,806,177	98,305,756	68,773,459	29,532,297	70.0%	2018	76.87%	2,870,523	1,616,898	4,487,421
9/30/2018	54	3,868,355	6,822,358	100,264,079	70,089,663	30,174,416	69.9%	2019	72.67%	2,936,040	1,612,476	4,548,516
9/30/2019	54	3,977,579	6,784,932	102,247,662	70,839,973	31,407,689	69.3%	2020	75.37%	3,036,670	1,615,145	4,651,815
9/30/2020	54	4,055,393	6,746,004	104,342,635	72,635,806	31,706,829	69.6%	2021	76.43%	3,166,325	1,617,020	4,783,345
9/30/2021	54	4,166,772	6,724,918	105,395,089	74,185,103	31,209,986	70.4%	2022	76.73%	3,240,940	1,616,474	4,857,414
9/30/2022	54	4,262,898	6,884,087	106,560,519	74,938,423	31,622,096	70.3%	2023	75.28%	3,267,022	1,618,940	4,885,962
9/30/2023	54	4,337,863	7,065,624	107,652,261	75,568,125	32,084,136	70.2%	2024	75.94%	3,371,695	1,621,874	4,993,569
9/30/2024	54	4,413,734	7,320,752	108,640,767	76,133,852	32,506,915	70.1%	2025	77.06%	3,481,590	1,623,132	5,104,722
9/30/2025	54	4,491,833	7,482,887	109,452,244	76,589,091	32,863,153	70.0%	2026	78.13%	3,591,672	1,623,838	5,215,510
9/30/2026	54	4,521,231	7,678,008	110,153,837	76,907,351	33,246,486	69.8%	2027	78.97%	3,694,524	1,626,513	5,321,037
9/30/2027	54	4,482,448	7,878,084	110,693,064	77,069,145	33,623,919	69.6%	2028	62.57%	2,946,426	1,630,949	4,577,375
								2029	64.72%	3,021,527	1,661,331	4,682,858
Total:												
Total Present Value at 9/30/2017 (using 7% discount rate):										\$ 38,624,954	\$ 19,484,590	\$ 58,109,544
										\$ 27,101,478	\$ 13,781,777	\$ 40,883,255

Assumptions

Mortality Assumption: FRS Special Risk Mortality

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: 3.0% per annum

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Total employer contributions should not expect any reduction from Chapter 185 monies.

Additional contributions of \$5.42 million per year beginning in FYE 2017 until the Plan is fully funded, subject to total annual contribution cap of \$16 million, indexed after 2017; allocated between the benefit groups based on each group's proportion of the total amount of unfunded actuarial accrued liability as of the prior valuation year.

Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

March 15, 2018

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Town of Palm Beach Retirement System - Firefighters

Scenario 1 - Baseline Assumptions

10-Year Projection - Current Valuation Assumptions

(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Total Employer Contribution					
								Fiscal Year Ending	ADEC as Illustrative		ADEC as		
									Payroll % of	Dollar Amount	Additional Contribution	Total Contribution	
9/30/2017	58	3,736,398	8,463,474	103,677,472	65,363,465	38,314,007	63.0%	2018	89.93%	3,262,296	2,097,698	5,359,994	
9/30/2018	58	3,884,913	7,929,196	104,372,635	66,202,850	38,169,785	63.4%	2019	88.65%	3,462,484	2,076,548	5,539,032	
9/30/2019	58	4,004,871	7,537,096	105,591,061	67,780,348	37,810,713	64.2%	2020	88.22%	3,569,613	2,052,143	5,621,756	
9/30/2020	58	4,140,053	7,135,245	107,246,998	71,346,743	35,900,255	66.5%	2021	86.71%	3,616,849	2,046,533	5,663,382	
9/30/2021	58	4,281,870	6,740,859	108,135,359	75,631,024	32,504,335	69.9%	2022	82.89%	3,574,216	2,052,684	5,626,900	
9/30/2022	58	4,426,228	6,913,211	109,524,897	80,202,079	29,322,818	73.2%	2023	77.09%	3,437,987	2,053,222	5,491,209	
9/30/2023	58	4,566,047	7,049,854	110,857,383	84,747,568	26,109,815	76.4%	2024	71.56%	3,298,959	2,054,262	5,353,221	
9/30/2024	58	4,658,494	7,207,619	112,155,421	89,281,602	22,873,819	79.6%	2025	66.18%	3,147,312	2,057,269	5,204,581	
9/30/2025	58	4,776,553	7,372,237	113,401,776	93,846,935	19,554,841	82.8%	2026	61.25%	2,971,833	2,060,822	5,032,655	
9/30/2026	58	4,910,595	7,513,812	114,588,002	98,403,947	16,184,055	85.9%	2027	55.67%	2,769,546	2,060,799	4,830,345	
9/30/2027	58	5,044,122	7,635,466	115,737,465	102,938,213	12,799,252	88.9%	2028	49.61%	2,537,325	2,057,938	4,595,263	
								2029	43.15%	2,266,936	2,002,454	4,269,390	
Total:										\$ 37,915,356	\$ 24,672,372	\$ 62,587,728	
Total Present Value at 9/30/2017 (using 7% discount rate):										\$ 27,507,675	\$ 17,499,164	\$ 45,006,839	

Assumptions

Mortality Assumption: FRS Special Risk Mortality

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: Same as assumed above

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Total employer contributions should not expect any reduction from Chapter 175 monies.

Additional contributions of \$5.42 million per year beginning in FYE 2017 until the Plan is fully funded, subject to total annual contribution cap of \$16 million, indexed after 2017; allocated between the benefit groups based on each group's proportion of the total amount of unfunded actuarial accrued liability as of the prior valuation year.

Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

March 15, 2018

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Town of Palm Beach Retirement System - Firefighters

Scenario 2 - Stress Test

**10-Year Projection - 5% Actual Rate of Return on Plan Assets Assumed to be Earned Each Year
(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)**

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Total Employer Contribution				
								Fiscal Year Ending	ADEC as % of Payroll	ADEC as Illustrative Dollar Amount	Additional Contribution	Total Contribution
9/30/2017	58	3,736,398	8,463,474	103,677,472	65,363,465	38,314,007	63.0%	2018	89.93%	3,262,296	2,097,698	5,359,994
9/30/2018	58	3,884,913	7,929,196	104,372,635	65,910,295	38,462,340	63.1%	2019	88.65%	3,462,484	2,071,843	5,534,327
9/30/2019	58	4,004,871	7,537,096	105,591,061	66,882,125	38,708,936	63.3%	2020	88.65%	3,587,012	2,039,056	5,626,068
9/30/2020	58	4,140,053	7,135,245	107,246,998	69,533,340	37,713,658	64.8%	2021	88.01%	3,671,075	2,020,664	5,691,739
9/30/2021	58	4,281,870	6,740,859	108,135,359	72,582,571	35,552,788	67.1%	2022	85.46%	3,685,034	2,007,481	5,692,515
9/30/2022	58	4,426,228	6,913,211	109,524,897	75,571,859	33,953,038	69.0%	2023	81.36%	3,628,416	1,984,372	5,612,788
9/30/2023	58	4,566,047	7,049,854	110,857,383	78,466,729	32,390,654	70.8%	2024	77.99%	3,595,386	1,961,363	5,556,749
9/30/2024	58	4,658,494	7,207,619	112,155,421	81,287,355	30,868,066	72.5%	2025	74.92%	3,562,959	1,939,797	5,502,756
9/30/2025	58	4,776,553	7,372,237	113,401,776	84,074,735	29,327,041	74.1%	2026	72.61%	3,523,017	1,918,076	5,441,093
9/30/2026	58	4,910,595	7,513,812	114,588,002	86,797,771	27,790,231	75.7%	2027	69.84%	3,474,494	1,893,559	5,368,053
9/30/2027	58	5,044,122	7,635,466	115,737,465	89,470,570	26,266,895	77.3%	2028	67.20%	3,436,973	1,867,775	5,304,748
								2029	64.59%	3,393,311	1,823,832	5,217,143
Total:												
Total Present Value at 9/30/2017 (using 7% discount rate):										\$ 42,282,457	\$ 23,625,516	\$ 65,907,973
										\$ 29,940,526	\$ 16,888,008	\$ 46,828,534

Assumptions

Mortality Assumption: FRS Special Risk Mortality

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: 5.0% per annum

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Total employer contributions should not expect any reduction from Chapter 175 monies.

Additional contributions of \$5.42 million per year beginning in FYE 2017 until the Plan is fully funded, subject to total annual contribution cap of \$16 million, indexed after 2017; allocated between the benefit groups based on each group's proportion of the total amount of unfunded actuarial accrued liability as of the prior valuation year.

Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

March 15, 2018

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Town of Palm Beach Retirement System - Firefighters

Scenario 3 - Stress Test

**10-Year Projection - 3% Actual Rate of Return on Plan Assets Assumed to be Earned Each Year
(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)**

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Total Employer Contribution				
								Fiscal Year Ending	ADEC as % of Payroll	ADEC as Illustrative Dollar Amount	Additional Contribution	Total Contribution
9/30/2017	58	3,736,398	8,463,474	103,677,472	65,363,465	38,314,007	63.0%	2018	89.93%	3,262,296	2,097,698	5,359,994
9/30/2018	58	3,884,913	7,929,196	104,372,635	65,672,791	38,699,844	62.9%	2019	88.65%	3,462,484	2,068,063	5,530,547
9/30/2019	58	4,004,871	7,537,096	105,591,061	66,140,529	39,450,532	62.6%	2020	89.00%	3,601,174	2,028,750	5,629,924
9/30/2020	58	4,140,053	7,135,245	107,246,998	68,009,633	39,237,365	63.4%	2021	89.08%	3,715,707	2,001,071	5,716,778
9/30/2021	58	4,281,870	6,740,859	108,135,359	69,990,864	38,144,495	64.7%	2022	87.62%	3,778,174	1,975,636	5,753,810
9/30/2022	58	4,426,228	6,913,211	109,524,897	71,618,886	37,906,011	65.4%	2023	84.97%	3,789,412	1,940,654	5,730,066
9/30/2023	58	4,566,047	7,049,854	110,857,383	73,098,464	37,758,919	65.9%	2024	83.44%	3,846,634	1,908,738	5,755,372
9/30/2024	58	4,658,494	7,207,619	112,155,421	74,480,407	37,675,014	66.4%	2025	82.55%	3,925,818	1,881,186	5,807,004
9/30/2025	58	4,776,553	7,372,237	113,401,776	75,831,824	37,569,952	66.9%	2026	82.83%	4,018,888	1,856,410	5,875,298
9/30/2026	58	4,910,595	7,513,812	114,588,002	77,140,157	37,447,845	67.3%	2027	82.69%	4,113,774	1,832,056	5,945,830
9/30/2027	58	5,044,122	7,635,466	115,737,465	78,438,208	37,299,257	67.8%	2028	82.37%	4,212,849	1,809,224	6,022,073
								2029	82.09%	4,312,694	1,776,520	6,089,214
Total:												
Total Present Value at 9/30/2017 (using 7% discount rate):										\$ 46,039,904	\$ 23,176,006	\$ 69,215,910
										\$ 32,036,096	\$ 16,610,864	\$ 48,646,960

Assumptions

Mortality Assumption: FRS Special Risk Mortality

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: 3.0% per annum

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Total employer contributions should not expect any reduction from Chapter 175 monies.

Additional contributions of \$5.42 million per year beginning in FYE 2017 until the Plan is fully funded, subject to total annual contribution cap of \$16 million, indexed after 2017; allocated between the benefit groups based on each group's proportion of the total amount of unfunded actuarial accrued liability as of the prior valuation year.

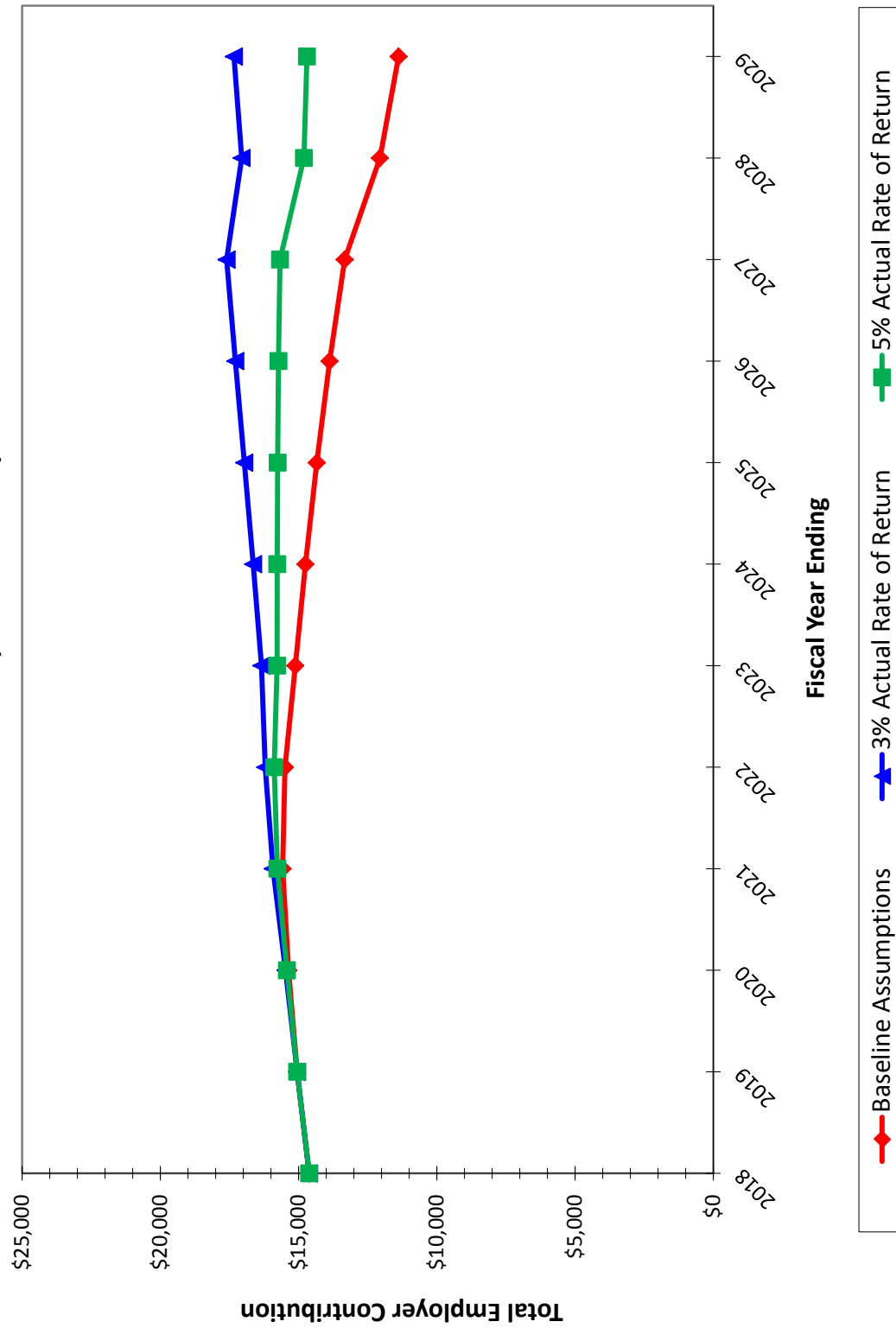
Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

March 15, 2018

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Town of Palm Beach Retirement System (Composite) **Projected Total Employer Contributions** **(in \$thousands)**



June 29, 2018

Mr. William P. Hanes, Esq.
Administrator
Town of Palm Beach Retirement System
P.O. Box 2112
Palm Beach, Florida 33480

Re: Town of Palm Beach Retirement System – 10-Year Projections Without Annual \$5.42 Million Additional Contribution Toward the Unfunded Actuarial Accrued Liability

Dear Bill:

As requested, we have prepared projections for the Town of Palm Beach Retirement System (Plan) showing the projected assets, liabilities and contribution requirements over the next 10 years if only the required annual contributions are deposited each year (i.e., excluding the \$5.42 million additional annual Town contribution toward the unfunded actuarial liability). This letter complements the 10-year projections of the Town of Palm Beach Retirement System provided to the Town in a letter dated March 15, 2018, which presented a 10-year projection of the current funding policy (under which additional payments of \$5.42 million in excess of the required employer contribution are contributed each year toward the unfunded actuarial liability until the Plan becomes fully funded, subject to an annual cap on the total employer contribution of \$16 million per year, indexed from 2017 at 2.75% per year).

The enclosed exhibits include projection results for the Plan in aggregate (General & Ocean Rescue, Police Officers, and Firefighters) under the three deterministic assumption scenarios described below.

- **Scenario A (Baseline)** – Projection if only the required annual contributions are deposited each year (i.e., excluding the \$5.42 million additional annual Town contribution toward the unfunded actuarial liability). All other plan provisions and assumptions are the same as used in the September 30, 2017 Actuarial Valuation Report, dated February 22, 2018, with two exceptions:
 - The investment return assumption is assumed to decrease by 0.1% per year from 7.3% used in the September 30, 2017 Actuarial Valuation Report to 7.0% as of September 30, 2020; and
 - the payroll growth assumption is assumed to decrease from 3.00% used in the September 30, 2017 Actuarial Valuation Report to 2.75% as of September 30, 2018.
- **Scenario B (Stress Test)** – same as Scenario A but reflecting an actual return on the market value of assets of 5.0% each year.
- **Scenario C (Stress Test)** – same as Scenario A but reflecting an actual return on the market value of assets of 3.0% each year.

An additional exhibit and graphs are also provided that present a side-by-side comparison of Scenario A to the current funding policy as presented in Scenario 1 of the letter dated March 15, 2018.

Throughout the projection period, new members are assumed to be hired each year at a rate sufficient to maintain a constant active headcount. New employees are assumed to have the same average demographic characteristics (age, gender, salary – adjusted each year for inflation) at their dates of employment as those of current members with 5 years of service or less as of September 30, 2017. Additionally, DROP and Share accounts are projected forward assuming 40% payout in the first projection year, 30% in year two, 20% in year three and the remainder paid out in year four. Projections are deterministic, meaning that throughout the projection period, Plan experience is expected to match the actuarial assumptions. For the stress test scenarios (scenarios B and C) the investment return on the market value of assets each year is assumed to be 5.0% or 3.0%, as indicated, throughout the projection period.

The calculations are based upon assumptions regarding future events, which may or may not materialize. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

The calculations in this report are based upon information furnished by the Town of Palm Beach and the Plan Administrator for the September 30, 2017 Actuarial Valuation concerning Retirement System benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not otherwise audit the data. We are not responsible for the accuracy or completeness of the information provided by the Town or the Plan Administrator.

This report complements the September 30, 2017 Actuarial Valuation Report previously delivered to the Plan Administrator and the Town and should be considered in conjunction with the report. Please see the Actuarial Valuation Report as of September 30, 2017, dated February 22, 2018, for additional discussion of the nature of actuarial calculations and information related to participant data, economic and demographic assumptions, and benefit provisions.

William P. Hanes, Esq.

June 29, 2018

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Peter N. Strong and Jeffrey Amrose are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuaries are independent of the plan sponsor.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

Respectfully submitted,



Peter N. Strong, FSA, EA, MAAA
Senior Consultant and Actuary



Jeffrey Amrose, EA, MAAA
Senior Consultant and Actuary

Enclosures

cc: Jane Struder, Finance Director (electronic)

Town of Palm Beach Retirement System (Composite)

Funding Policy Without Additional Contribution of \$5.42 Million Per Year

Scenario A - Current Valuation Assumptions

(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Unfunded			Total Employer Contribution					
				Actuarial Liability	Actuarial Value of Assets	Actuarial Accrued Liability	Funded Ratio	Fiscal Year Ending	ADEC as			
									% of Payroll	Illustrative Dollar Amount	Additional Contribution	Total Contribution
9/30/2017	290	18,687,904	23,856,242	318,100,840	219,105,699	98,995,141	68.9%	2018	49.43%	9,195,946	0	9,195,946
9/30/2018	290	19,091,771	23,098,170	322,667,145	217,620,153	105,046,992	67.4%	2019	49.30%	9,631,447	0	9,631,447
9/30/2019	290	19,518,348	22,486,968	328,053,381	216,959,693	111,093,688	66.1%	2020	52.33%	10,404,895	0	10,404,895
9/30/2020	290	19,989,378	21,884,632	334,250,169	222,223,833	112,026,336	66.5%	2021	54.82%	11,143,990	0	11,143,990
9/30/2021	290	20,446,824	21,323,400	337,585,458	229,265,031	108,320,427	67.9%	2022	55.77%	11,611,208	0	11,611,208
9/30/2022	290	20,923,847	21,882,270	341,803,045	236,556,167	105,246,878	69.2%	2023	55.53%	11,826,627	0	11,826,627
9/30/2023	290	21,377,318	22,437,498	345,792,613	243,960,325	101,832,288	70.6%	2024	55.53%	12,100,728	0	12,100,728
9/30/2024	290	21,747,802	23,106,758	349,524,307	251,519,564	98,004,743	72.0%	2025	55.64%	12,389,036	0	12,389,036
9/30/2025	290	22,187,981	23,693,465	352,886,644	259,347,985	93,538,659	73.5%	2026	55.99%	12,681,604	0	12,681,604
9/30/2026	290	22,550,809	24,310,383	355,913,786	267,336,978	88,576,808	75.1%	2027	56.08%	12,958,917	0	12,958,917
9/30/2027	290	22,810,204	24,884,474	358,546,731	275,499,552	83,047,179	76.8%	2028	50.42%	11,842,569	0	11,842,569
9/30/2027	290	22,810,204	24,884,474	358,546,731	275,499,552	83,047,179	76.8%	2029	50.45%	11,984,568	0	11,984,568
Total:										\$ 137,771,535	\$ -	\$ 137,771,535
Total Present Value at 9/30/2017 (using 7% discount rate):										\$ 95,594,548	\$ -	\$ 95,594,548

Assumptions

Mortality Assumption: FRS Non-Special Risk Mortality for General Employees; FRS Special Risk Mortality for Ocean Rescue, Police Officers and Firefighters

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: Same as assumed above

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Total employer contributions should not expect any reduction from Chapter 175 or 185 monies.

Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

June 29, 2018

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Town of Palm Beach Retirement System (Composite)

Funding Policy Without Additional Contribution of \$5.42 Million Per Year
Scenario B - 5% Actual Rate of Return on Plan Assets Assumed to be Earned Each Year
(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Unfunded				Total Employer Contribution				
				Actuarial Liability	Actuarial Value of Assets	Actuarial Accrued Liability	Funded Ratio	Fiscal Year Ending	ADEC as % of Payroll	ADEC as Illustrative Dollar Amount	Additional Contribution	Total Contribution
				Accrued	Value of Assets	Accrued Liability	Ratio					
9/30/2017	290	18,687,904	23,856,242	318,100,840	219,105,699	98,995,141	68.9%	2018	49.43%	9,195,946	0	9,195,946
9/30/2018	290	19,091,771	23,098,170	322,667,145	216,628,581	106,038,564	67.1%	2019	49.30%	9,631,447	0	9,631,447
9/30/2019	290	19,518,348	22,486,968	328,053,381	213,955,052	114,098,329	65.2%	2020	52.64%	10,467,170	0	10,467,170
9/30/2020	290	19,989,378	21,884,632	334,250,169	216,237,983	118,012,186	64.7%	2021	55.73%	11,329,248	0	11,329,248
9/30/2021	290	20,446,824	21,323,400	337,585,458	219,337,080	118,248,378	65.0%	2022	57.55%	11,981,071	0	11,981,071
9/30/2022	290	20,923,847	21,882,270	341,803,045	221,686,694	120,116,351	64.9%	2023	58.45%	12,447,634	0	12,447,634
9/30/2023	290	21,377,318	22,437,498	345,792,613	224,136,152	121,656,462	64.8%	2024	59.85%	13,042,688	0	13,042,688
9/30/2024	290	21,747,802	23,106,758	349,524,307	226,750,595	122,773,713	64.9%	2025	61.40%	13,671,610	0	13,671,610
9/30/2025	290	22,187,981	23,693,465	352,886,644	229,611,049	123,275,596	65.1%	2026	63.26%	14,328,688	0	14,328,688
9/30/2026	290	22,550,809	24,310,383	355,913,786	232,583,860	123,329,927	65.3%	2027	64.86%	14,989,131	0	14,989,131
9/30/2027	290	22,810,204	24,884,474	358,546,731	235,727,447	122,819,284	65.7%	2028	60.66%	14,246,389	0	14,246,389
								2029	62.33%	14,807,235	0	14,807,235
Total:												
Total Present Value at 9/30/2017 (using 7% discount rate):										\$ 150,138,257	\$ -	\$ 150,138,257
										\$ 102,577,423	\$ -	\$ 102,577,423

Assumptions

Mortality Assumption: FRS Non-Special Risk Mortality for General Employees; FRS Special Risk Mortality for Ocean Rescue, Police Officers and Firefighters

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: 5.0% per annum

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Total employer contributions should not expect any reduction from Chapter 175 or 185 monies.

Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

June 29, 2018

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Town of Palm Beach Retirement System (Composite)

Funding Policy Without Additional Contribution of \$5.42 Million Per Year
Scenario C - 3% Actual Rate of Return on Plan Assets Assumed to be Earned Each Year
(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)

Valuation Date	Active Count	Payroll	Expected Benefit Payments	Unfunded			Fiscal Year Ending	Total Employer Contribution				
				Actuarial Liability	Actuarial Value of Assets	Actuarial Accrued Liability		Funded Ratio	ADEC as % of Payroll	ADEC as Illustrative Dollar Amount	Additional Contribution	Total Contribution
9/30/2017	290	18,687,904	23,856,242	318,100,840	219,105,699	98,995,141	68.9%	2018	49.43%	9,195,946	0	9,195,946
9/30/2018	290	19,091,771	23,098,170	322,667,145	215,822,200	106,844,945	66.9%	2019	49.30%	9,631,447	0	9,631,447
9/30/2019	290	19,518,348	22,486,968	328,053,381	211,472,772	116,580,609	64.5%	2020	52.89%	10,516,950	0	10,516,950
9/30/2020	290	19,989,378	21,884,632	334,250,169	211,208,297	123,041,872	63.2%	2021	56.49%	11,484,676	0	11,484,676
9/30/2021	290	20,446,824	21,323,400	337,585,458	210,898,940	126,686,518	62.5%	2022	59.06%	12,296,927	0	12,296,927
9/30/2022	290	20,923,847	21,882,270	341,803,045	208,991,383	132,811,662	61.1%	2023	60.96%	12,981,993	0	12,981,993
9/30/2023	290	21,377,318	22,437,498	345,792,613	207,171,106	138,621,507	59.9%	2024	63.69%	13,879,665	0	13,879,665
9/30/2024	290	21,747,802	23,106,758	349,524,307	205,595,016	143,929,291	58.8%	2025	66.58%	14,824,131	0	14,824,131
9/30/2025	290	22,187,981	23,693,465	352,886,644	204,397,082	148,489,562	57.9%	2026	69.75%	15,799,347	0	15,799,347
9/30/2026	290	22,550,809	24,310,383	355,913,786	203,450,761	152,463,025	57.2%	2027	72.64%	16,786,693	0	16,786,693
9/30/2027	290	22,810,204	24,884,474	358,546,731	202,838,849	155,707,882	56.6%	2028	69.63%	16,355,407	0	16,355,407
								2029	72.61%	17,249,204	0	17,249,204
Total:										\$ 161,002,386	\$ -	\$ 161,002,386
Total Present Value at 9/30/2017 (using 7% discount rate):										\$ 108,711,150	\$ -	\$ 108,711,150

Assumptions

Mortality Assumption: FRS Non-Special Risk Mortality for General Employees; FRS Special Risk Mortality for Ocean Rescue, Police Officers and Firefighters

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: 3.0% per annum

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Total employer contributions should not expect any reduction from Chapter 175 or 185 monies.

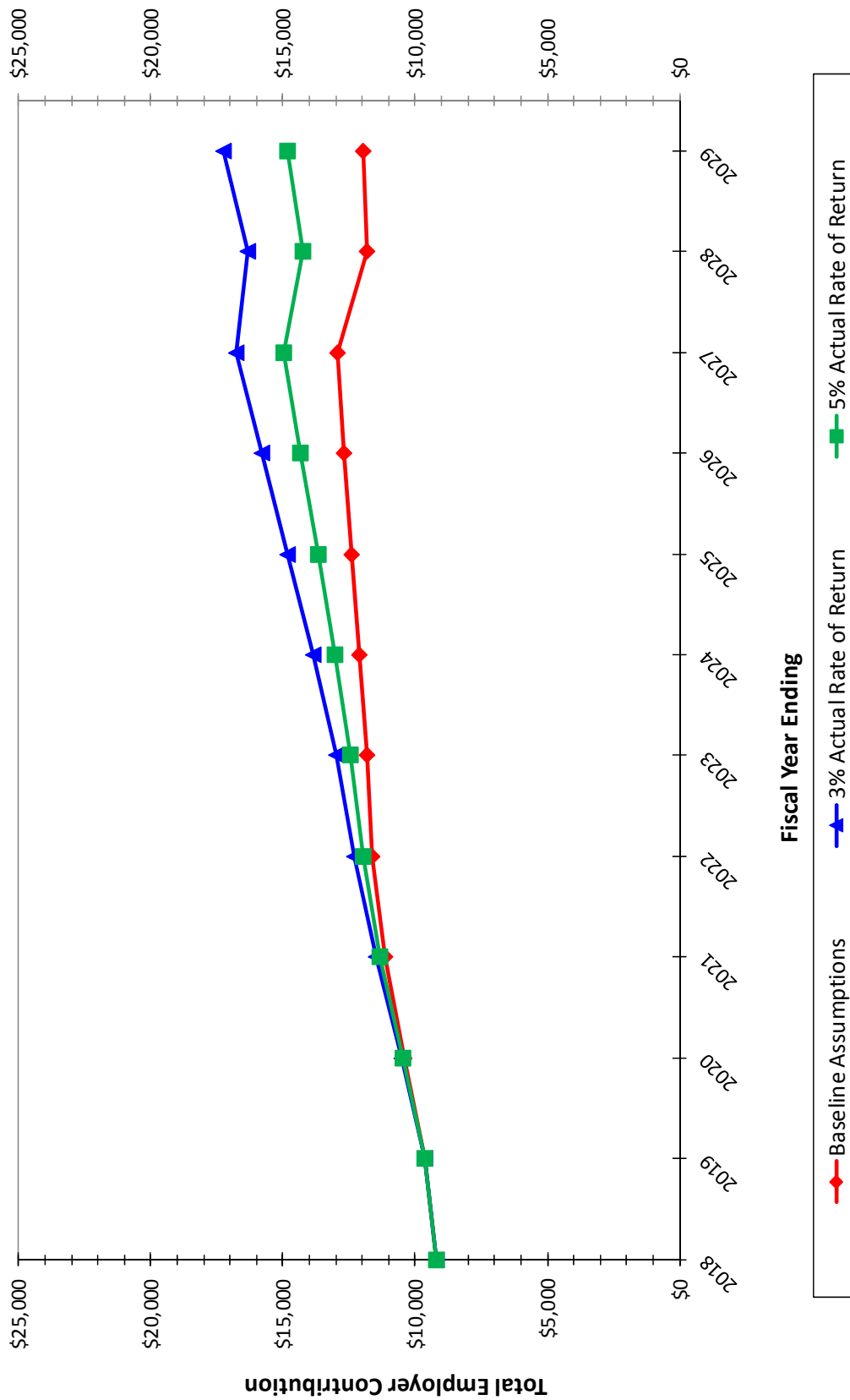
Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

Prepared by *Gabriel, Roeder, Smith & Company*

June 29, 2018

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Town of Palm Beach Retirement System (Composite)
Funding Policy Without Additional Contribution of \$5.42 Million Per Year
Projected Total Employer Contributions
(in \$thousands)



Town of Palm Beach Retirement System (Composite)

Current Valuation Assumptions

(7.3% Investment Return Assumption, decreasing 0.1% per year until 7.0%)

Valuation Date	With Additional Contributions of \$5.42 Million Per Year Until Fully Funded*										Without Additional Contributions of \$5.42 Million Per Year Until Fully Funded									
	Unfunded Actuarial					Fiscal Year					ADEC as % of Payroll					ADEC as Illustrative Dollar Amount				
	Accrued Liability	Funded Ratio	Ending Year	Additional Contribution	Total Contribution	Accrued Liability	Funded Ratio	Ending Year	Additional Contribution	Total Contribution	Accrued Liability	Funded Ratio	Ending Year	Additional Contribution	Total Contribution	Accrued Liability	Funded Ratio	Ending Year	Additional Contribution	Total Contribution
9/30/2017	98,995,141	68.9%	2018	5,420,000	14,615,946	98,995,141	68.9%	2018	5,420,000	14,615,946	98,995,141	68.9%	2018	5,420,000	14,615,946	98,995,141	68.9%	2018	5,420,000	14,615,946
9/30/2018	99,626,992	69.1%	2019	5,420,000	15,051,447	99,626,992	69.1%	2019	5,420,000	15,051,447	99,626,992	69.1%	2019	5,420,000	15,051,447	99,626,992	69.1%	2019	5,420,000	15,051,447
9/30/2019	99,863,447	69.6%	2020	5,420,000	15,359,719	99,863,447	69.6%	2020	5,420,000	15,359,719	99,863,447	69.6%	2020	5,420,000	15,359,719	99,863,447	69.6%	2020	5,420,000	15,359,719
9/30/2020	95,077,553	71.6%	2021	5,420,000	15,571,698	95,077,553	71.6%	2021	5,420,000	15,571,698	95,077,553	71.6%	2021	5,420,000	15,571,698	95,077,553	71.6%	2021	5,420,000	15,571,698
9/30/2021	85,825,937	74.6%	2022	5,420,000	15,490,801	85,825,937	74.6%	2022	5,420,000	15,490,801	85,825,937	74.6%	2022	5,420,000	15,490,801	85,825,937	74.6%	2022	5,420,000	15,490,801
9/30/2022	77,405,030	77.4%	2023	5,420,000	15,114,022	77,405,030	77.4%	2023	5,420,000	15,114,022	77,405,030	77.4%	2023	5,420,000	15,114,022	77,405,030	77.4%	2023	5,420,000	15,114,022
9/30/2023	68,888,583	80.1%	2024	5,420,000	14,746,817	68,888,583	80.1%	2024	5,420,000	14,746,817	68,888,583	80.1%	2024	5,420,000	14,746,817	68,888,583	80.1%	2024	5,420,000	14,746,817
9/30/2024	60,262,459	82.8%	2025	5,420,000	14,339,971	60,262,459	82.8%	2025	5,420,000	14,339,971	60,262,459	82.8%	2025	5,420,000	14,339,971	60,262,459	82.8%	2025	5,420,000	14,339,971
9/30/2025	51,429,602	85.4%	2026	5,420,000	13,872,439	51,429,602	85.4%	2026	5,420,000	13,872,439	51,429,602	85.4%	2026	5,420,000	13,872,439	51,429,602	85.4%	2026	5,420,000	13,872,439
9/30/2026	42,564,842	88.0%	2027	5,420,000	13,329,542	42,564,842	88.0%	2027	5,420,000	13,329,542	42,564,842	88.0%	2027	5,420,000	13,329,542	42,564,842	88.0%	2027	5,420,000	13,329,542
9/30/2027	33,709,438	90.6%	2028	5,420,000	12,053,741	33,709,438	90.6%	2028	5,420,000	12,053,741	33,709,438	90.6%	2028	5,420,000	12,053,741	33,709,438	90.6%	2028	5,420,000	12,053,741
			2029	5,420,000	11,378,618			2029	5,420,000	11,378,618			2029	5,420,000	11,378,618			2029	5,420,000	11,378,618
Total:				\$ 65,040,000	\$ 170,924,761				\$ 65,040,000	\$ 170,924,761				\$ 65,040,000	\$ 170,924,761				\$ 65,040,000	\$ 170,924,761
Total Present Value at 9/30/17 (using 7% discount rate):				\$ 46,062,815	\$ 123,017,906				\$ 46,062,815	\$ 123,017,906				\$ 46,062,815	\$ 123,017,906				\$ 46,062,815	\$ 123,017,906

12-Year Total Increase/(Decrease) from Current Funding Policy:

12-Year Total Increase/(Decrease) from Current Funding Policy in Total Present Value at 9/30/17 (using 7% discount rate):

Assumptions

Mortality Assumption: FRS Non-Special Risk Mortality for General Employees; FRS Special Risk Mortality for Ocean Rescue, Police Officers and Firefighters

Investment Return Assumption: 7.30% as of 9/30/17, 7.20% as of 9/30/18, 7.10% as of 9/30/19, and 7.00% as of 9/30/20 and thereafter

Actual Return on Plan Assets: Same as assumed above

Payroll Growth Assumption: 3.0% as of 9/30/17, 2.75% as of 9/30/18 and thereafter

For the Share and DROP accounts, 40% of the total was included in the benefit payments in the FYE 2018, 30% in FYE 2019, 20% in FYE 2020, and 10% in FYE 2021.

We have not determined any additional possible impact due to F.S. 112.64(5).

Total employer contributions should not expect any reduction from Chapter 175 or 185 monies.

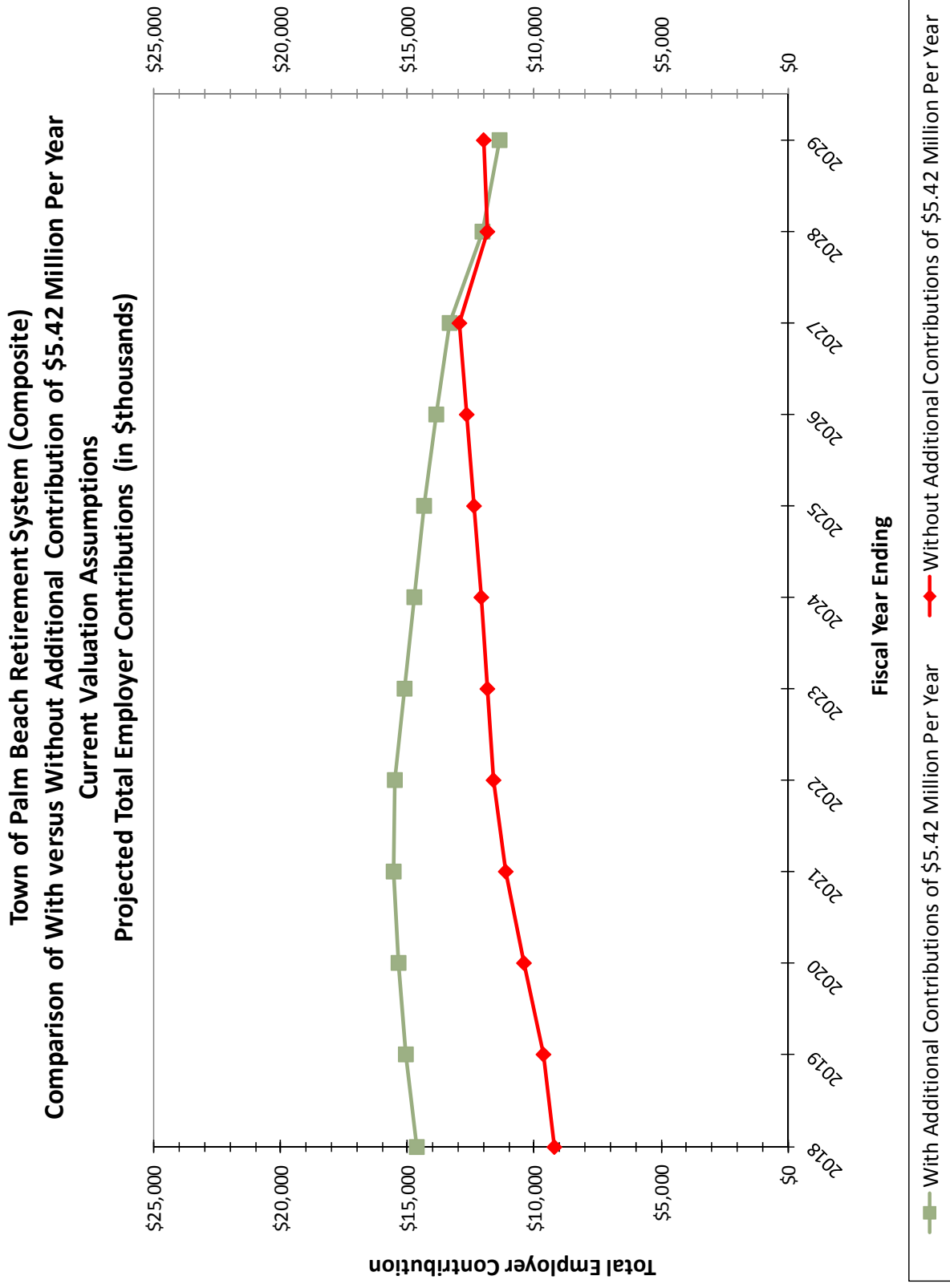
Future experience was assumed to be consistent with the aforementioned actuarial assumptions and methods. If experience differs from the actuarial assumptions or if the Board adopts different assumptions or methods, future results could be significantly different from the projected results above.

* Additional contributions of \$5.42 million per year beginning in FYE 2017 until the Plan is fully funded, subject to total annual contribution cap of \$16 million, indexed after 2017; allocated between the benefit groups based on each group's proportion of the total amount of unfunded actuarial accrued liability as of the prior valuation year.

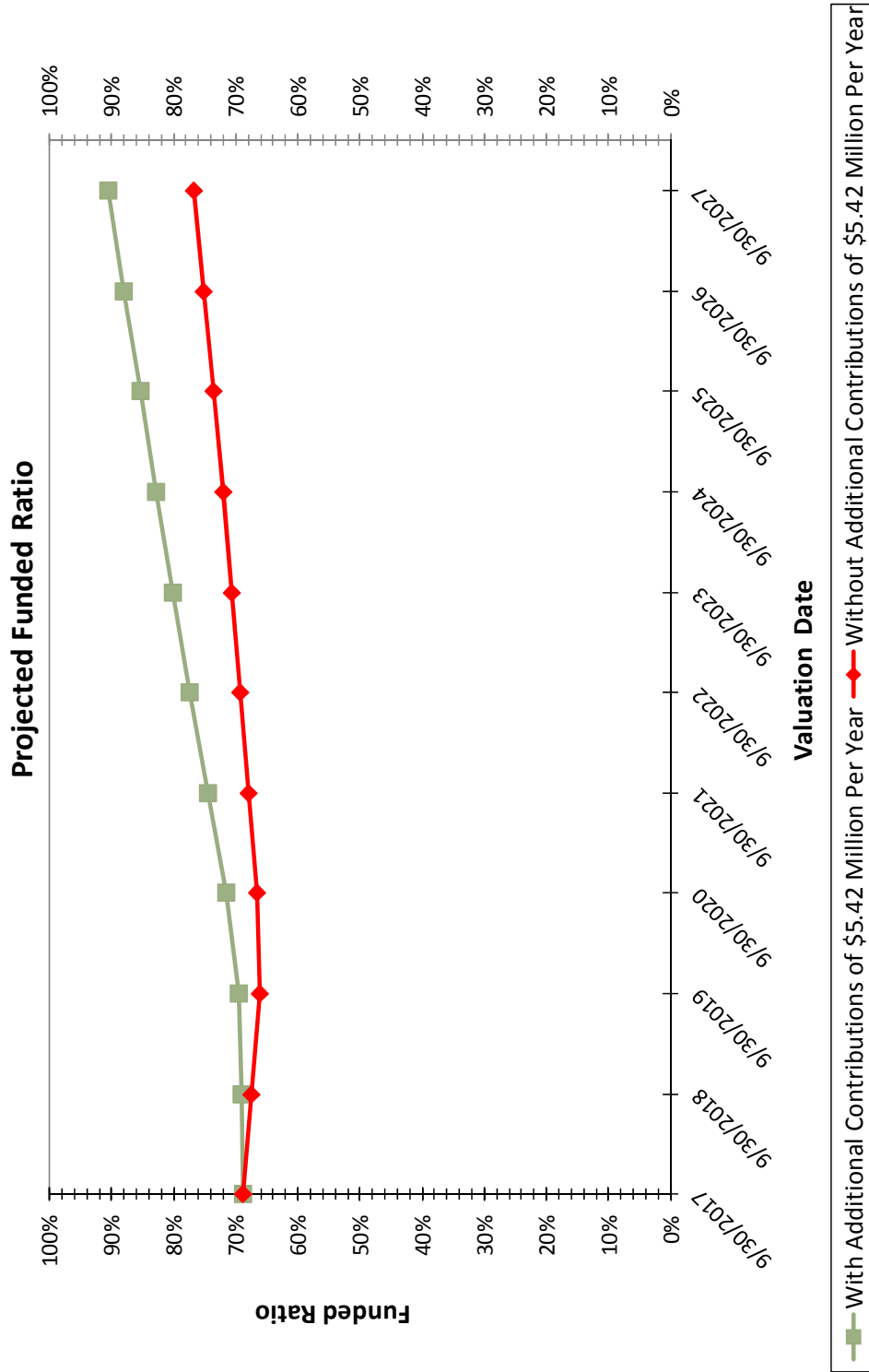
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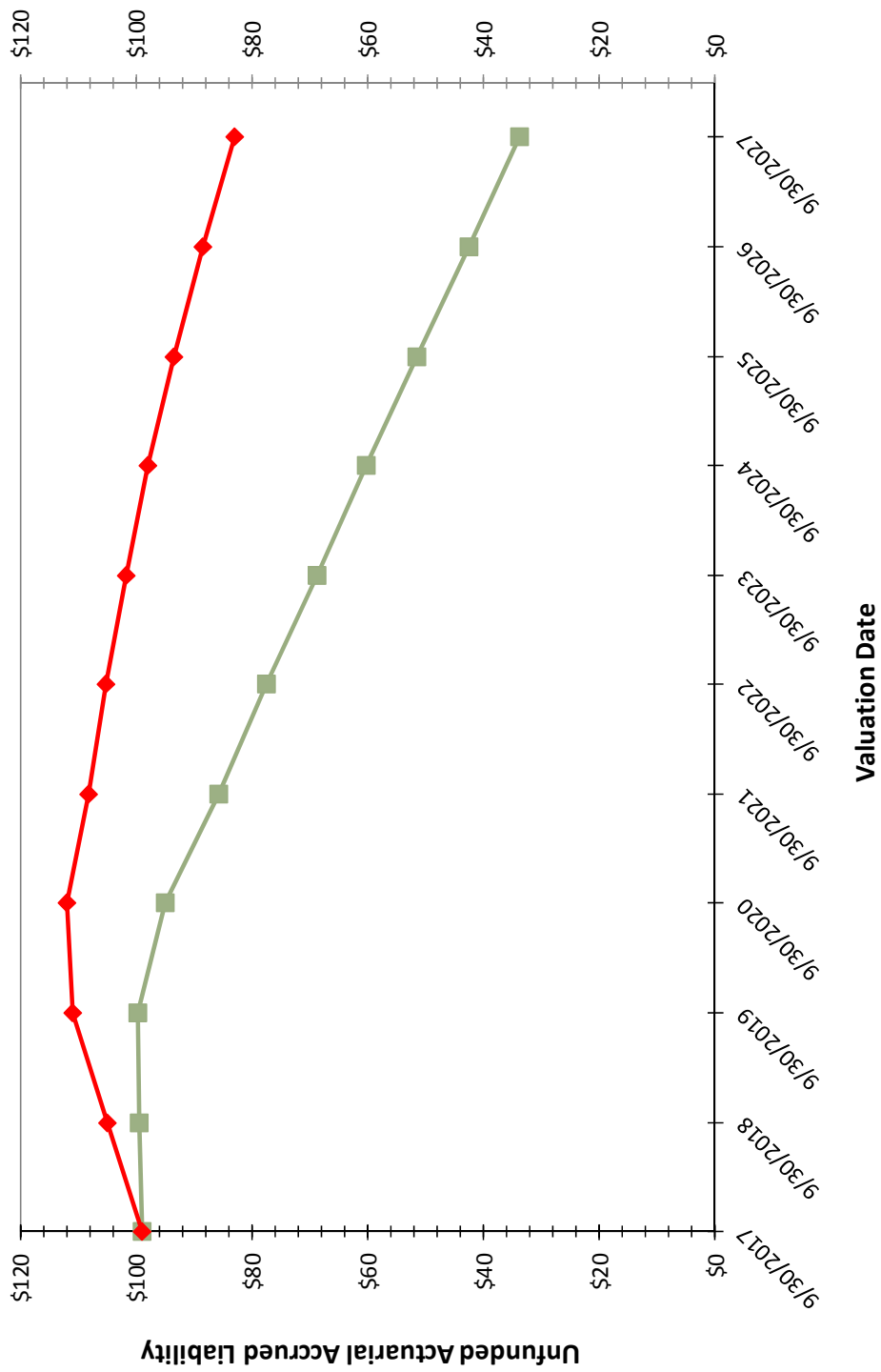
Town of Palm Beach Retirement System (Composite) **Comparison of With versus Without Additional Contribution of \$5.42 Million Per Year** **Current Valuation Assumptions**



Town of Palm Beach Retirement System (Composite) **Comparison of With versus Without Additional Contribution of \$5.42 Million Per Year**

Current Valuation Assumptions

Projected Unfunded Actuarial Accrued Liability (in \$millions)



■ With Additional Contributions of \$5.42 Million Per Year
 ◆ Without Additional Contributions of \$5.42 Million Per Year

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda Committee Reports

Agenda Title
Report of the Ordinances, Rules, and Standards Committee Meeting of June 7, 2018.

Presenter
Julie Araskog, Chair

ATTACHMENTS:

- ▣ **ORS Report of June 7, 2018**

**REPORT OF THE ORS COMMITTEE MEETING
HELD ON THURSDAY, JUNE 7, 2018**

I. CALL TO ORDER AND ROLL CALL

The Ordinances, Rules and Standards Committee (ORS) meeting was called to order on Thursday, June 7, 2018, at 9:30 a.m. in the Town Council Chambers. On roll call, all Committee Members were found to be present.

II. PLEDGE OF ALLEGIANCE

Committee Chair Araskog led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Chair Araskog added to Old Business a discussion of the Ordinance, as changed. Motion was made by Committee Member Crampton, and was seconded by Chair Araskog, to approve the Agenda, as amended. On roll call, the motion passed unanimously.

IV. COMMUNICATIONS FROM CITIZENS – *None*

V. REGULAR AGENDA

A. Old Business

**1. Proposed Fees for Special Event Use of Public Properties
*Jay Boodheshwar, Deputy Town Manager***

Deputy Town Manager Boodheshwar provided an overview of the draft of Ordinance 12-2018 first and the Resolution as a companion piece to the Ordinance. The committee members agreed with the request.

Chair Araskog suggested the following changes to the ordinance:

Section 106-282 – Application

(b) *Filing.* For clarity, should read “.....shall be filed with the town clerk’s office not less than 45 days and not more than 9 months.....”

(c) *Contents.*

1 (10) “.....The Town of Palm Beach reserves the right to require
2 additional coverage and”

3
4 Deputy Boodheshwar suggested changing “(14)” to a new subsection “(d) *Fees*.”

5
6 b. A refundable damage deposit, if applicable;

7
8 c. A usage fee prepaid for the hours requested to hold the proposed special
9 event, if applicable.

10
11 “Sec. 106-283. – Standards for issuance.

12
13 “The town manager’s office” replace with “the town manager”... he finds
14 that:

15
16 (2) “The special event applicant....” Replace with “The applicant....”

17
18 (6) “The special event shall not be held for the purpose of advertising a
19 product, goods or event, and shall not be held for”

20
21 “Sec. 106-285. – Appeal procedure.

22
23 Delete “in writing”

24
25 “Sec. 106-257. – Regulations relating to special event.

26 Committee member Crampton spoke regarding subsections (3) and (4) which
27 prohibit the use of signs, props, etc. Chair Araskog requested staff do further
28 research on why signs, props, flags, etc. are prohibited.

29
30 Deputy Town Manager Boodheshwar agreed to make the revisions to the Ordinance and
31 have it ready for adoption at next week’s council meeting.

32
33 Deputy Town Manager Boodheshwar gave an overview of the proposed fees which were
34 listed in the backup for use of public properties. He explained the purpose of charging
35 fees is to monetize, control and protect the asset. Only an application fee of \$250 is
36 currently charged for using the public spaces. He spoke regarding usage fees for
37 residents vs. non-residents. He proposed to continue not charging residents for use of the
38 public spaces but to add a damage deposit to the rental fees. Committee Member
39 Crampton questioned the \$35/hr. usage fee for residents at Phipps South Ocean Park.
40 Mr. Boodheshwar explained that there is a staff cost for clean up after the event. He then
41 suggested that to keep it in line with the other spaces we should not charge a usage fee for
42 resident use. There was discussion regarding the fees charged by other communities
43 regarding resident vs. non-resident usage. Chair Araskog suggested a sliding fee scale
44 for the damage deposit and usage fee. DTM Boodheshwar agreed with the idea of the
45 sliding fee scale but he requested that the tiki huts be exempt from the sliding fee scale
46 since they were small in size.

47
48 B. New Business

1. None.

VI. ANY OTHER MATTERS

Chair Araskog requested that meetings should be combined when necessary to minimize the number of meetings. Deputy Town Manager Boodheshwar reassured her that if there is no matter to be brought before the committee, there will be no meeting. As there will be no meetings in July and August, the next scheduled meeting will be in September.

Member Crampton then brought up the issue of large trucks using the narrow streets on the north end. Chair Araskog informed him that that issue is now with the Public Works Committee.

VII. ADJOURNMENT

There being no further business to discuss, the Ordinances, Rules and Standards Committee Meeting was adjourned at 10:20 a.m.

APPROVED:

Julie Araskog
Chair

ATTEST:

Kathleen Dominguez
Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Updated Draft Scope of Services and Evaluation Criteria for a Request for Proposals to Complete a Comprehensive Compensation and Benefits Study.

Presenter

Kirk Blouin, Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated June 29, 2018, from Kirk Blouin, Town Manager**
- ▣ **Scope of Services**
- ▣ **Evaluation Criteria**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

FROM: Kirk Blouin, Town Manager

RE: Updated Draft Scope of Services and Evaluation Criteria for a Request for Proposals to Complete a Comprehensive Compensation and Benefits Study

DATE: June 29, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the updated draft scope of services and evaluation criteria, which will be used to develop a Request for Proposals (RFP) for secure a consultant to complete a comprehensive Compensation and Benefits Study.

GENERAL INFORMATION

At the June 12, 2018, meeting of the Town Council staff was directed to amend the draft RFP Scope of Services prepared for consultant services to complete a comprehensive Compensation and Benefits Study. Feedback obtain from the meeting included:

- Ensuring the Consultant provide raw market data so Town Council could evaluate and proceed as they believe to be in the best interest of the Town;
- Ensure that the Consultant selected understands how each element of pay interacts with benefits evaluated;
- The Consultant shall evaluate general employee pay and benefits separate from public safety pay and benefits;
- Benchmarks utilized shall consider but not be limited to turnover, market trends, public and private sector data sources where applicable;
- Responses from Consultants shall provide separate pricing for each segment of the study which are (1) salary ranges, (2) retirement benefits, and (3) other critical pay practices;
- Ensuring that the Town Manager be actively involved in the evaluation, selection, and management of the Consultant selected.

Town Council is being provided with an amended outline of the proposed scope of services for review, feedback and final approval. Following approval of the information contained herein, staff will proceed to publish the RFP and establish a process to secure a consultant to perform said services.

FUNDING/FISCAL IMPACT

Depending on the cost of the proposals received for services requested, partial budget funds (approximately \$35,000) are available within the existing FY18 Human Resources department budget to cover the cost of this analysis; however, additional funding from the General Fund Contingency will most likely be required to sufficiently fund this expenditure. Once proposals are received and a consultant is selected, staff will return to Town Council to seek approval of a contract award and associated funding prior to finalizing any agreement for services.

Attachments

cc: Jay Boodheshwar, Deputy Town Manager
Danielle Olson, Director of Human Resources
Jane Le Clainche, Finance Director
Dean Mealy, Purchasing Manager



DRAFT RFP SCOPE OF SERVICES COMPENSATION AND BENEFITS STUDY

BACKGROUND

The TOWN OF PALM BEACH is a vibrant service minded municipality in Palm Beach County, functioning with an appointed Town Manager form of government serving a five member Town Council and Mayor. The TOWN OF PALM BEACH currently has 7 primary departments with approximately 330 full-time employees in approximately 133 classifications (positions) within 120 unique pay grades. There is one bargaining unit with the International Association of Fire Fighters. Job descriptions exist for all classifications. The last major comprehensive and classification study was performed in 2005. Since that time, adjustments have been made to employee benefits, pay ranges, and several positions have been reclassified based on an established internal procedure.

In an effort to attract and retain high quality employees, the TOWN OF PALM BEACH is soliciting quotes from qualified firms to provide services to perform a comprehensive compensation and benefits study as outlined in the scope of services provided below. The primary focus of the project is to review the effectiveness of the TOWN's current compensation and benefit plans and recommend changes that support the TOWN's goal of being competitive in the Palm Beach County marketplace. The comprehensive study will apply to non-bargaining and bargaining positions.

Positions within the TOWN OF PALM BEACH'S structure include, but are not limited to:

- Executive and Managerial;
- Professional (engineers, zoning, finance and accounting);
- Technical and Trade (computer analysts, inspectors, utility system operators, electricians);
- Skilled Craft (heavy equipment operators, mechanics);
- Laborers (trash, sanitation and parks technicians);
- Public Safety Civilian (crime scene specialists, 911 operators);
- Police Officers (all ranks);
- Firefighters (all ranks including bargaining unit positions) and;
- Administrative and Clerical Support.

The TOWN OF PALM BEACH will provide access to salary and benefits data, as well as job descriptions. The CONSULTANT should have experience primarily in public sector classification, compensation, and benefits and will work in cooperation with a management team as designated and coordinated by the TOWN OF PALM BEACH'S Town Manager.

SCOPE OF SERVICES

The CONSULTANT shall conduct a comprehensive market-based survey and analysis of the TOWN OF PALM BEACH'S current salary ranges, retirement benefits and other pay practices to test the Town's competitiveness, as compared to public and private (as applicable) employers in local and regional markets and benchmarked to the geographic labor market with which we compete, and:

1. Obtain data from benchmark organizations across South Florida, utilizing Town turnover data, labor market trends, and public and private sector data sources, where applicable.
2. Prepare a summary of each benefit, along with a ranking for all agencies surveyed, based upon the overall level of benefits.
3. Consolidate the findings in a clear, objective summary and provide details regarding:
 - a. Agencies surveyed;
 - b. Position salary ranges surveyed
 - c. Retirement and other benefits surveyed;
 - d. Benefits where the Town is in alignment, above, or below the market and include rationale for the same;
 - e. Ranking of each benefit for all agencies surveyed;
4. Provide raw market data to staff and Town Council for detailed evaluation and decision making in the best interest of the Town;

The CONSULTANT should consider the Scope of Work as a guide for submission. Pricing for professional consulting services should clearly identify methods and a timetable for each study area of the project, and be organized and priced by the following areas: (1) Salary Ranges, (2) Retirement Benefits, and (3) Other Pay Practices.

SALARY RANGES:

1. Evaluate general employee pay ranges and compensation separate from public safety pay and benefits;
2. Develop an executive summary that includes observations and findings by groups studied that identify where the Town is in alignment, above, or below the market and include rationale for the same;

RETIREMENT BENEFITS:

1. Evaluate defined benefit and hybrid pension plans, including other deferred compensation plans (457k), executive benefits, employee contributions, vesting, and other elements associated with employee retirement benefit plans;
2. Data shall be evaluated for general and public safety employees separately.

OTHER PAY PRACTICES

1. Evaluate Group Insurance (medical, Rx, dental, vision including premiums, cost sharing, and coverage levels for each), Ancillary insurance (life, LTD, AD&D, etc.) FSA, HSAs,

- executive insurance benefits, health risk assessments, disease management programs, and other elements associated with employee group insurance plans;
2. Evaluate Employee Leave Benefits: vacation, sick, PTO, holidays, purchase or conversion plans, payouts upon separation/retirement, bereavement, etc.;
 3. Evaluate other pay practices such as cell phone stipends, educational assistance, degree recognition, specialty assignment stipends, certification incentives, mentoring/career counseling, work related travel reimbursement and per diem, etc.;
 4. Data shall be evaluated for general and public safety employees separately.

EXECUTIVE SUMMARY

The CONSULTANT shall develop an executive summary that includes, but is not limited to, a report that clearly specifies the study's methodology, assumptions, and results that include observations of the Town's market alignment, separating general employee data from public safety data where applicable, and provide supporting rationale. This format shall be easily understandable for management and the public served.

ADDITIONAL REQUIREMENTS

The CONSULTANT shall make formal presentations to Executive Staff and TOWN OF PALM BEACH'S Town Council as needed. If requested, the CONSULTANT shall prepare implementation strategy and cost analysis; the implementation plan should include options for immediate implementation and a plan with phases that minimizes the impact to the fiscal budget.



TOWN OF PALM BEACH

RFP No. 2018-

EVALUATION CRITERIA

Criteria	Weight
Technical Approach to the Project / Scope of Work • Understanding of Town needs • Thoroughness, quality control measures, follow up guarantees • Approach to the Project and Methodology • Technical Soundness of the proposal • Applicability of the services offered • Conveyance of a willingness to work with Town staff to maximize resources • Overall completeness, clarity and quality of proposal	30%
Experience • Qualifications of the firm's staff that will be engaged with Town	20%
Fee • Pricing Structure • Fee Schedule work sheet • Any other Costs	20%
References • Favorable studies of three (3), preferably in the public sector of like sized municipal size or greater	15%
Timeline • Ability to meet the Town's time to complete • Project Schedule	10%
Proximity to Town • Ability to work on site as needed, when needed for various tasks necessary	5%

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Request for a Fifth Extension of the Town's Conditional Abatement Period for Palm House.

Presenter

Cary Glickstein, Receiver

ATTACHMENTS:

- ▣ **Letter from Receiver Requesting Extension**

LAW OFFICES
GREGG H. GLICKSTEIN, P.A.
54 S. W. BOCA RATON BOULEVARD
BOCA RATON, FLORIDA 33432-5809
TEL: (561) 210-9920 EMAIL: ghgpa@bellsouth.net

Gregg H. Glickstein, Esquire

June 22, 2018

Mayor Gail L. Coniglio, Town of Palm Beach
c/o Kirk Blouin, Town Manager and
Jay Boodheshwar, Deputy Town Manager (via email)
360 S. County Road
Palm Beach, FL 33480

Re: Palm House Receiver's Fifth Request for Extension of Abatement Period for Conditional Abatement of Daily Non-completion Fee for the Palm House Project

Dear Mayor Coniglio and Town Council Members:

Cary Glickstein, as Receiver for the Palm House Property/Project located at 160 Royal Palm Way, respectfully requests the opportunity to show the Council that good cause exists for extending the Town's 120-day abatement period for the conditional abatement of the \$2,000 per day daily fee, originally effective as of December 14, 2016, that was most recently extended by the Council on April 12, 2018 for an additional 120-day period.

As stated in the attached letter from John (Skip) Randolph for the Town, dated January 20, 2017:

On the Receiver's request, a motion was initially made at the Town Council meeting in November 2016 and modified by the Town on December 14, 2016, to reflect the Town's decision to abate the \$2,000 per day daily fee otherwise accruing in accordance with Mr. Page's letter, effective December 14, 2016, contingent upon the utilization of the Funds, as described in the Agreed Order and consistent with the Receivership Order. In the event, however, the Funds are used in a manner inconsistent with the Receivership Order, the abatement shall end; the entire abated amount of daily fees retroactive to December 14, 2016 shall be reinstated; and, daily fees of \$2,000 per day for each day that a violation exists shall continue to accrue in accordance with Mr. Page's letter of February 22, 2013. Subject to the conditions imposed by the Town for abatement of the daily fees, the abatement shall remain in effect for a period of 120 days subject to an extension, for good cause shown, on motion made and approved by the Town Council before the abatement period expires.

Before addressing the Receiver's request for a fifth extension of the abatement period set forth in Mr. Randolph's letter, the Receiver confirms to the Council adherence to the conditions imposed by the Council for the abatement granted as of December 14, 2016.

The initial impetus for the Receiver's efforts to pursue a conditional abatement in October 2016 was the Receiver's anticipated receipt of funds described in that certain Agreed Order Granting Plaintiff's Motion for Appointment of Receiver to Take Custody of Funds in the Federal Court's Registry, dated September 22, 2016, in *Palm House Hotel, LLLP v. Robert Matthews, et al.*, Case No.: 502015CA014480XXXXMB AB, pending in the Circuit Court of Palm Beach County, Florida (the "Agreed Order"). This action is a separate but related action from *Ryan Black v. Gerry Matthews and Palm House, LLC*, Case No.: 502014CA014846XXXXMB AG (the "Receivership Action") in which Cary Glickstein was appointed as receiver for the Palm House Project/Property in July 2015 based on an amended agreed order appointing receiver (the "Receivership Order").

Pursuant to the Agreed Order, proceeds from the private sale of the yacht known as the M/Y ALIBI (the 'Yacht') in the approximate amount of \$2,323,179.95 (the 'Funds') that were previously deposited into the Registry of the Federal Court in Case No. 9:15 CV-81606-KAM, United States District Court for the Southern District of Florida (the 'Federal Case') were delivered to the Receiver.

The Agreed Order appoints Cary Glickstein as Receiver for the Funds. Pursuant to paragraph 5 of the Agreed Order, the Receiver may apply to the Court for utilization of the funds for "reasonable purposes." Based on the Town Council meeting in September 2016, the Receiver intended to apply to the Court, pursuant to the Agreed Order, to utilize the funds to correct the "public safety issues" that were the subject of the Town Council Actions for that Town Council meeting.

Based on the September 2016 Town Council meeting, the Receiver authorized the Town to inspect the Palm House site and identify public safety issues in need of correction. Mr. Randolph provided the Receiver with a report for that inspection, which is attached to the Receiver's Fourth Quarterly Receiver's Report filed in the Receivership action on October 17, 2016.

Thereafter discussion ensued between the Receiver, Tom Bradford and Eric Brown in an effort to better identify the scope of the work necessary to correct the public safety issues outlined in the Town's inspection report and the estimated cost to complete that corrective work. The Receiver's expressed his intent to incorporate that scope of work and cost information in a motion to the court seeking court permission to use the Funds to reimburse the Town for emergency work completed on its behalf in October 2016 and to pay for completion of the remaining necessary work. In November 2016 the Receiver sought a cost proposal from the Town for completing the balance of work directed to public safety issues/conditions but got no further than an estimate prepared by Hedrick Brothers for the Town for preparing an estimate for that work, as reflected in the a separate exhibit to the Receiver's quarterly report.

As was discussed at that time, the Funds represent a potential source of funding for payment of and/or reimbursement for the cost of the work necessary to correct the subject public safety issues. The Funds also represent a source of funding for the receivership for the non-incoming producing Property that the Receiver has, by and large, been without for the duration of the receivership since July 2015.

In an effort to secure the Funds for purposes of the receivership, the Receiver sought from the Council an abatement of the daily fee being assessed against the Palm House Property for an initial term, with possible extensions, conditioned on utilization of the Funds for purposes consistent with the Receivership Order, as it may be amended.

Consistent with the Receiver's objectives with regard to the Funds and the conditions imposed by the Council on the use of the Funds for abatement purposes, the Receiver has filed successive motions with the court to fund public safety remediation (Hedrick Brothers Construction Estimate) \$345,446.00, Town Code Enforcement Fines (CE 14-1091- \$19,150.00, CE 14-1212-\$ 169,400.00 (unpaid balance: \$0); real estate taxes for 2016 and 2017, electric and water utility services, property, windstorm and liability insurance premiums and ongoing property maintenance.

Since the appearing before the Council in April, there have been material developments relating to the Receiver and the receivership. Beginning in late April and continuing into late May, the Receiver was working with a prospective purchaser for the Property, Madison Realty Capital/The Bluestone Group (Bluestone). In his tenth quarterly receiver's report, which we provided to Town Counsel in April, the Receiver stated:

Because the Receiver does not have the authority to sell the Property, with or without court approval, there is no single person with whom a prospective purchaser can negotiate terms and conditions for a prospective sale of the Property. In order for a prospective purchaser to pursue a purchase of the Property at this time, the prospective purchaser must negotiate a purchase transaction in component parts and cobble together a deal based on successful negotiations with the Town, the Owner, KK-PB Financial LLC, the EB-5 Investors/Palm House Hotel LLLP and the subordinate lien holders. The Property will simply not support a purchase price sufficient to fully satisfy all of these constituencies; accordingly, each must compromise to allow a purchase price that the Property can support. To date, that has not happened. Justifiably, bona fide prospective purchasers, with an understanding of the obstacles to the acquisition of the Property and completion of the Project, are reluctant to pursue the purchase of the Property.

Consistent with the Receiver's report, Bluestone commenced negotiations with the various constituencies and made surprising progress before terminating their efforts to acquire the property shortly before Memorial Day. Also in late April, Gerry Matthews, a defendant and counter-plaintiff in the Receivership action filed a motion to expand the Receiver's powers (the Motion). A copy of the Motion was provided to Town Counsel earlier this month.

The Receiver was appointed by an agreed order as receiver for the Palm House property, but not as receiver for the property owner, 160 Royal Palm, LLC (160). Throughout the receivership, 160, controlled nominally by Gerry Matthews and effectively by Bob Matthews, has opposed efforts to expand the Receiver's authority to allow the Receiver to market the Property for sale and sell it to a bona fide developer capable of completing the Project as approved by the Town. Criminal indictments of Gerry and Bob Matthews in April led Gerry Matthews' to file the Motion.

On May 31, 2018, the Court heard the Motion and pronounced a ruling. An order has not been entered but one is expected before the July 10, 2018 Council meeting. When an order is entered, a copy will be provided to Town Counsel. We anticipate that the order will expand the Receiver's authority generally as to management of 160 and specifically as to the authority to sell the Property or place 160 in bankruptcy. We hope that the order will also provide separately for a stay as to all litigation by and against 160 pending in Palm Beach County, including the pending action by 160 against the Town.

In January 2018, the Receiver obtained a title commitment and appraisal for the Property, among other property condition reports, as noted in the Receiver's previous extension request. Based on the information in those reports, the Receiver has opined and reported to the Court that based on recorded mortgage liens, judgment liens and other encumbrances on the Property, together with projected project completion costs, consistent with the receivership mandate, the Property is presently unsellable and unfinanceable.

State court does not provide the authority to sell real property free and clear of liens and encumbrances. The Receiver believes that ability to market the property for sale AS IS but free and clear of liens will generate the kind of market interest that will never present itself if marketed AS IS and subject to all the liens and other encumbrances revealed by the title commitment. Bankruptcy court appears to provide the only forum in which the Property can be marketed and sold free and clear of the baggage that has thwarted the primary objective of receivership: project completion as approved by the Town. It is the Receiver's further understanding that that forum will also permit the Receiver to continue to perform the responsibilities currently being performed with regard to the maintenance, protection and preservation of the Property. Accordingly, that forum may be the best option available to the Receiver for the most effective exercise of the expanded authority he expects to receive from the Court.

Upon entry of an order by the Court, the Receiver intends to exercise his expanded authority to pursue marketing the Project for sale with the ultimate goal of selling the Property to a bona fide developer who can complete the Project, as approved by the Town. Bluestone, like every other prospective purchaser contacting the Receiver and expressing interest in a possible acquisition of the Project has voiced concern about the accrued Building and Zoning Board \$2,000/day daily fine and the Code Enforcement Board \$250/day fine. The continuation of the abatement is strongly

supports the Receiver's efforts to court prospective purchasers and it encourages a prospective purchaser to invest the time and money required to pursue the purchase of the Property and completion of the Project. As noted, the Property is saddled with self-inflicted problems far and wide. The abatement creates at least a perception from a prospective buyer's perspective, that the Town can support a bona fide developer and not represent another potentially insurmountable obstacle to project completion.

Finally, the conditional abatement remains a compelling, persuasive argument for securing funds to pay to maintain the Property, prevent reoccurrence of unsafe and unsightly Project site conditions that initially confronted the Receiver and took over 18 months to satisfactorily correct, and to fully satisfy accrued Town Code Enforcement fines. The Receiver has consistently informed the Court in his motions for funding authority and in the Receiver's quarterly receiver's reports that the abatement conferred by the Council is conditional, temporary and subject to expiration absent a sufficient showing to the Council of good cause for further extension. The Court has repeatedly acknowledged its appreciation of the Town's patience and cooperation and has repeatedly recognized that any disposition of the Property must take into account the Town and the surrounding property owners.

While the argument remains that abatement of the daily fine represents a loss of leverage in favor of the Town to compel completion of the Project, the Receiver's view has been and continues to be that the conditional abatement of the daily fee is a better utilization of that leverage further to Town's objectives for which there is no prejudice to the Town if the conditions for abatement are not fulfilled.

The future of the Property is admittedly uncertain as to what events will transpire in the next 120 days if the Town approves this extension request but we are genuinely encouraged with the prospects for the Property with the expanded authority the Receiver expects to receive before this request is considered by the Council.

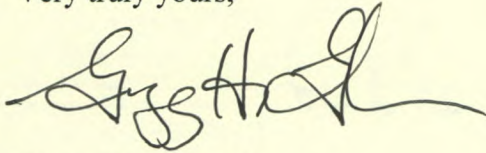
Accordingly, the Receiver respectfully submits that the same reasons that supported the Town's conditional abatement in December 2016, its extension in April 2017, its extension in August 2017, its extension in December 2017 and its extension in April 2018 remain in full force and effect at this time and those reasons constitute good cause for the Council's extension of the abatement period for an additional 120-day abatement period or for such other abatement period as the Council determines is warranted at this time.

Thank you for the opportunity to present this motion and for your consideration of its merits.

June 22, 2018

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Very truly yours,

A handwritten signature in black ink, appearing to read "Gregg H. Glickstein". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Gregg H. Glickstein

Counsel for Receiver, Cary Glickstein

Attachments

cc: John (Skip) Randolph, Esquire (via email)
Cary Glickstein, Receiver (via email)

John C. Randolph
Attorney
(561) 650-0458
Fax: (561) 650-5300
jrandolph@jonesfoster.com

January 20, 2017

Via U.S. Mail & Email (cg@ironwoodproperties.com)

Cary Glickstein
Receiver, Palm House, 160 Royal Palm Way, West Palm Beach, FL
1118 Waterway Lane
Delray Beach, Florida 33483

Re: Palm House - Receiver's Request for Conditional Fine Abatement
Palm House Hotel, LLLP v. Robert Matthews, et al.,
Case No. 502015CA014480XXXXMB AB, Fifteenth Judicial Circuit

Dear Mr. Glickstein:

I am the attorney for the Town of Palm Beach. I am writing, on behalf of the Town, to confirm certain actions of the Town Council relating to a request you made of the Council. As Receiver for the Palm House at 160 Royal Palm Way in Palm Beach (the "Property") under an Amended Agreed Order on Plaintiff's Motion for Appointment of Receiver (the "Receivership Order") entered in *Ryan Black vs. Gerry Matthews and Palm House, LLC*, Case No: 502014CA014846XXXXMB AG, you requested a conditional abatement of the Town's enforcement of the Property owner's violation of the Declaration of Use Agreement between the Town and the Property owner, 160 Royal Palm, LLC.

In connection with your request, the Town was apprised of that certain Agreed Order Granting Plaintiff's Motion for Appointment of Receiver to Take Custody of Funds in the Federal Court's Registry, dated September 22, 2016, in *Palm House Hotel, LLLP v. Robert Matthews, et al.*, Case No.: 502015CA014480XXXXMB AB, pending in the Circuit Court of Palm Beach County, Florida (the "Agreed Order").

As you are aware and as more particularly set forth in John Page's letter to the Property owner dated February 22, 2013, the Town has been enforcing the Property's owner's violation of that Declaration of Use Agreement as provided in the Remedies for Violation section of the Agreement which requires the Property owner to pay the Town a liquidated amount of \$2,000 on a per day basis for each day that a violation exists. As set forth in Mr. Page's letter, the daily fee (effective February 15, 2013), will continue until such time that the Town issues a Certificate of Occupancy verifying that the project has been completed in accordance with all Town Codes and requirements.

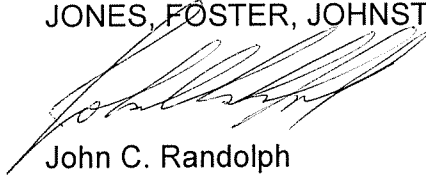
Cary Glickstein
Receiver, Palm House, 160 Royal Palm Way, West Palm Beach, FL
January 20, 2017
Page 2

You appeared before the Town Council, as Receiver for the Property, seeking an abatement of the daily fees currently accruing for the reasons stated in Mr. Page's February 22, 2013 letter for an initial term, with possible extensions, conditioned on utilization of the Funds, as described in the Agreed Order, for purposes consistent with the Receivership Order, as it may be amended.

On the Receiver's request, a motion was initially made at the Town Council meeting in November 2016 and modified by the Town on December 14, 2016, to reflect the Town's decision to abate the \$2,000 per day daily fee otherwise accruing in accordance with Mr. Page's letter, effective December 14, 2016, contingent upon the utilization of the Funds, as described in the Agreed Order and consistent with the Receivership Order. In the event, however, the Funds are used in a manner inconsistent with the Receivership Order, the abatement shall end; the entire abated amount of daily fees retroactive to December 14, 2016 shall be reinstated; and, daily fees of \$2,000 per day for each day that a violation exists shall continue to accrue in accordance with Mr. Page's letter of February 22, 2013. Subject to the conditions imposed by the Town for abatement of the daily fees, the abatement shall remain in effect for a period of 120 days subject to an extension, for good cause shown, on motion made and approved by the Town Council before the abatement period expires.

Sincerely,

JONES, FOSTER, JOHNSTON & STUBBS, P.A.



John C. Randolph
JCR/jcl

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TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Recreation Center Project:

TIME CERTAIN: 1:30 P.M.

a. Clarification and Amendment of Resolution No. 63-2018 - Friends of Recreation Capital Agreement.

John C. Randolph, Town Attorney

b. EMERGENCY ORDINANCE NO. 10-2018 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, providing for an Amendment to the Town's Budgets Adopted for the Fiscal Year Commencing October 1, 2017, and Providing an Effective Date.

Jane Le Clainche, Director of Finance

c. RESOLUTION NO. 77-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Construction Management At Risk (CMAR) Contract to Hedrick Brothers Construction Company, Inc., for the Seaview Park and Recreation Center Improvements in the Amount of \$11,602,518, and Establishing an Overall Project Budget of \$13,795,259.

H. Paul Brazil, P.E., Director of Public Works

Time Certain

1:30 PM

Presenter

ATTACHMENTS:

- **a. Memorandum dated June 28, 2018, from John C. Randolph, Town Attorney**
- **a. Letter of Agreement**

- ▢ **a. Northern Trust Letter**
- ▢ **a. Red Line Grant Agreement**
- ▢ **a. Charitable Contribution Agreement**
- ▢ **a. Memo from S. McMullen**
- ▢ **a. Email from M. Ainsile**
- ▢ **b. Memorandum Dated July 1, 2018, from Jane Le Clainche, Director of Finance**
- ▢ **b. Emergency Ordinance No. 10-2018**
- ▢ **b. Revised Budget Amendment Exhibits**
- ▢ **c. Memorandum dated June 26, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▢ **c. Resolution No. 77-2018**

Memo

TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

FROM: John C. Randolph, Town Attorney

RE: Friends of Recreation

DATE: June 28, 2018

REQUEST FOR CONSIDERATION

It is requested that Town Council give consideration to clarifying and amending the terms of the Friends of Recreation Capital Grant Agreement conditionally approved pursuant to Resolution No. 63-2018.

GENERAL INFORMATION/FINANCIAL CONSIDERATIONS

Friends of Recreation, Inc. and the Town entered into a Letter of Agreement in December 2016 in which FOR committed to raising \$5,000,000 for the purpose of constructing and operating a new Community Center (Recreation Center). That Letter of Agreement is attached. The Agreement further provided FOR's understanding that the Town of Palm Beach must have guaranteed funding in place before placing the Community Center (Recreation Center) under a construction contract. The agreement further provided that, "The FOR will identify a bank that will provide a loan against any quality pledges that have not been fully paid at the time construction will begin. This should enable the Town to have the full funding in place to start construction...."

Subsequent to entering into that Letter of Agreement, FOR approached Town staff to request that FOR enter into a Capital Grant Agreement with the Town patterned after the agreement that had been entered into between the Town and the Morton Mandel Foundation. This agreement would allow for payments to be made by FOR to the Town on a scheduled basis, with 40% to be paid upon selection of contractors, less prior payments made in the amount of \$78,642, with the remaining 60% to be paid at various stages of construction.

Memorandum to Mayor and Town Council
Via Town Manager
Re: Friends of Recreation
Page 2

Staff reviewed the agreement and found it acceptable for presentation to the Town Council at its June meeting for consideration and potential adoption by resolution. Some council members understood this amendment as an accommodation to Friends of Recreation to keep them from having to borrow up to \$2,500,000 and pay the interest thereon during the 15 months the project was anticipated to be under construction. In actuality, this was not just an accommodation, but was an amendment to the Letter of Agreement of December 2016, which differed from the original December 2016 agreement requiring all funding to be in place prior to the start of construction. Although the apparent intent of FOR was simply to amend the initial Letter of Agreement to allow for the funding to still be guaranteed but paid in installments, the new Capital Grant Agreement contained a provision which provided that this agreement took precedence over any and all previous agreements made. Therefore, it was not an amendment to the original agreement, but a new agreement.

At the June meeting, in an attempt to meet the spirit and intent of the 2016 Letter of Agreement, FOR presented to the Town a letter from Northern Trust, which met that provision in the original agreement which states as follows, "The FOR will identify a bank that will provide a loan against any quality pledges that have not been fully paid at the time construction will begin." In adopting Resolution No. 63-2018, the Town Council did so conditionally upon the Town being provided with a copy of the Letter of Commitment from Northern Trust, and being otherwise satisfied that FOR's commitment to the Town of up to \$5,000,000 will be met.

Subsequent to the June meeting, Friends of Recreation provided a copy of the Letter of Commitment, a copy of which is attached. This Letter of Commitment commits to a line of credit in the amount of up to \$2,500,000, the collateral of which would be pledges evidenced by completed, signed pledge cards provided to the bank and reported by the borrower on a monthly pledge report. These pledges are backed by a Charitable Contribution Agreement prepared by Northern Trust which is legally binding upon the donor(s) and their estates. The form of agreement is attached.

In regard to the \$2,500,000 in cash receipts already received by Friends of Recreation, although Friends of Recreation suggested that those monies remain in an escrow account with Northern Trust, we have requested that the \$2,500,000 be placed in a Town "construction account" which would assure that those funds are available for payment in accordance with the payment schedule set forth in the Capital Grant Agreement. Friends of Recreation agreed to this change. In further review of the Capital Grant Agreement, because it is a full substitute for the initial Letter of Agreement dated December 2016, we have requested the inclusion of additional language previously included in the Letter of Agreement intended to guarantee the commitment to the Town of the additional up to \$2,500,000 owed. That language is included in redlined format in the attached draft agreement. Additionally, we had suggested that because FOR had the ability to borrow the remaining funds from Northern Trust pursuant to the terms of the Commitment Letter, that they draw down on that loan prior to the Town entering into a construction contract so that the Town would be assured that all these funds are in place as intended in the December 2016 Letter of Agreement. The response we received was that it would defeat the entire purpose of entering into the new Capital Grant Agreement, as Friends of Recreation would have to pay interest on the

Memorandum to Mayor and Town Council
Via Town Manager
Re: Friends of Recreation
Page 3

loan for the full 15 months that the Recreation Center was under construction. The amended draft agreement, therefore, does not contain language requiring that the monies be paid to the Town prior to the start of construction, however, to provide a further measure of security, the agreement provides that all such Charitable Contribution Agreements required by the bank as collateral for the loan, representing the full amount due under the bank's loan and under this agreement, shall be fully executed and in the possession of the bank and all loan documents shall be executed and the loan closed prior to the Town entering into a construction agreement for the Recreation Center."

Because there was considerable controversy over the question of whether the Town was obtaining the security it needed to assure itself that FOR would be bound to its commitment to pay the full amount of its share up to \$5,000,000, the Town Manager requested that I obtain advice from someone who has a special expertise in matters such as these. Toward that end, I requested that Scott McMullen of my office look into this matter and provide his advice in regard to same. Attached is a copy of his memorandum which is self-explanatory. The bottom line is that the Letter of Credit should provide comfort to the Town that FOR will be in a financial position to comply with the terms of the FOR agreement. Mr. McMullen opines, however, that to be deemed fully secure, FOR should immediately draw the full \$2,500,000 on the Letter of Credit and place the proceeds in the Town's construction account, which would result in interest expense to FOR, which FOR would not want to incur, or that Northern Trust issue an irrevocable standby letter of credit in favor of the Town in the amount of \$2,500,000.

In addition to FOR advising that it does not wish to pay the full amount up front for the reason stated above, and because it has backed its commitment with a fully binding commitment letter from the bank against pledges received, I have been further advised, as of the date of this memo, that FOR spoke to Northern Trust, the result being that the letter of credit from Northern to the Town, as suggested by Mr. McMullen, is not practical for FOR and cannot be accomplished in the short time available. Attached is Michael Ainslie's email to me explaining FOR's position on this matter.

The Mayor and Town Council should give consideration to this matter and take whatever action it deems appropriate under the circumstances. In the event the Council is satisfied with the Capital Grant Agreement as modified and attached, the appropriate action would be to move that Resolution No. 63-2018 be ratified, substituting the amended Capital Grant Agreement as Exhibit A to the resolution. Alternatively, the Council should give direction to staff and Town Attorney as to how to proceed.

Attachments: 2016 Letter of Agreement; Letter of Commitment; Capital Grant Agreement as amended; Charitable Contribution Agreement; memo dated June 22, 2018 from Scott McMullen; email from Michael dated June 27, 2018

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16. 11-2016
CP
Doc 064-2016

Friends of Recreation, Inc.
Letter of Agreement

**FUNDING SUPPORT FOR PROPOSED
COMMUNITY CENTER AND SEAVIEW PARK IMPROVEMENTS**

When signed by both parties, this shall constitute a Letter of Agreement between the Town of Palm Beach and the Friends of Recreation, Inc. (FOR). The Friends of Recreation, Inc. is a new 501c3, not for profit foundation recently formed to assist in the funding of a new Community Center in Seaview Park in the Town of Palm Beach.

The conceptual plan for the center was endorsed by the Palm Beach Town Council at the June 14, 2016 meeting. The proposed funding plan for the Community Center is based upon a public/private partnership model. It is the understanding of FOR that the Morton and Barbara Mandel Family Foundation is prepared to offer the Town of Palm Beach a challenge grant of up to \$5 million as part of a capital campaign that will be undertaken with the Town. FOR is committed to raising an additional \$5 million for the purpose of constructing and operating a new Community Center. It is the understanding of FOR that upon successful completion of the fund raising campaign, thus bringing the private share of funding to \$10 million, the Town of Palm Beach Town Council shall consider allocating up to \$5 million to the projected cost of the Community Center project, bringing the total budget to \$15 million.

In order to raise the \$5 million match of the Morton and Barbara Mandel Challenge Grant, FOR shall use its best efforts to approach town residents, corporations and foundations with a list of donor recognition opportunities, agreed with both the town and the Morton and Barbara Mandel Family Foundation. A professional fund raiser has been retained to lead the FOR fundraising efforts. Several events at private homes will be held in the fall of 2016 to assemble donor prospects and present the project and donor opportunities to them. One on one meetings with donor prospects will be scheduled. An attractive brochure shall be developed to explain the project, its design, its time line and the donor naming opportunities. This brochure shall be approved before printing by both the Town and the Morton and Barbara Mandel Family Foundation.

While it cannot be guaranteed, the FOR is confident that no later than June, 2017, its efforts will produce the necessary \$5 million in additional private funding for the project to move ahead. The FOR understands that the Town of Palm Beach must have guaranteed funding in place before placing the Community Center under a construction contract. The FOR will identify a bank that will provide a loan against any quality pledges that have not been fully paid at the time construction will begin. This should enable the Town to have the full funding in place to start construction, hopefully in the early summer of 2017.

Finally, FOR is prepared to enter into a subsequent agreement with the Town of Palm Beach to begin building an endowment with the express purpose of funding to support and enhance the recreational programs of the Town of Palm Beach. Funding for said endowment could come from any funds raised as part of the \$15 million for the Community Center but not needed, should the project be built for less than the \$15 million budget estimate. FOR is also prepared to hold future fundraising events and activities to support the Town of Palm Beach recreations programs. In short, FOR intends to be an ongoing support organization for the Town and its recreation offerings.

Friends of Recreation, Inc.
Letter of Agreement

Please indicate your agreement by signing and dating this document.

Acknowledgment
Town of Palm Beach

By: Thomas G. Bradford
Thomas G. Bradford, Town Manager

Date: 7/15/16

Acknowledgment
Friends of Recreation, Inc.

By: Matthew Smith
Matthew Smith, Chair

Date: 8/2/16



May 29, 2018

Friends of Recreation, Inc.
Attention: Board Members
251 Royal Palm Way, Suite 400
Palm Beach, Florida 33480

Dear Board Members:

The Northern Trust Company ("Northern") is pleased to offer to you, subject to the terms and conditions hereof, a new up to \$2,500,000 line of credit on the following terms and conditions:

1. Borrower: Friends of Recreation, Inc.
2. Purpose: Line of credit to be used to support construction of a new recreation center by the Town of Palm Beach.
3. Facility: Line of credit.
4. Amount: Up to \$2,500,000.
5. Term: Two years.
6. Interest: Overnight LIBOR plus 200 basis points, floating. There is a 2.00% floor.
7. Repayment Schedule: Interest is payable monthly. The principal and all accrued interest is due in full at maturity.
8. Fees, Etc.: There is no commitment fee.
9. Expenses: Whether or not the contemplated transactions are consummated, the Borrower will pay all fees, costs and disbursements reasonably incurred by Northern including without limitation fees and disbursements of Northern's counsel (including without limitation time charges of attorneys who are Northern employees), cost of collateral field audits or other due diligence investigation, UCC filing and lien search fees, recording and costs incurred in administration and enforcement of the Loan Documents (as defined below).
10. Collateral: A first position UCC filing on pledges to the Borrower.

Draws are available under a borrowing base of up to 100% of eligible pledges. Eligible pledges are scheduled pledges evidenced by a completed, signed pledge card provided to the Bank and reported by the Borrower on a monthly pledge report.

11. Guaranty:

None.

12. Loan Documents,
Covenants, Etc:

The loan documents will contain such usual types of representations, warranties, covenants, events of default and other conditions as are required by Northern, including but not limited to:

1. Borrower to provide audited financial statement annually within 120 days of year end.
2. Prior to closing, a copy of the Borrower's Board meeting minutes approving Bank financing to be provided.
3. A resolution authorizing an officer/s to sign the loan documents to be provided prior to closing.
4. Advances against pledges are available up to 100% of eligible pledges defined as scheduled pledges evidenced by a completed, signed pledge card that is reported on a monthly pledge report. The monthly pledge report is to be provided to the bank within 10 days of the prior month end.
5. Borrower to apply all collected pledge receipts to the line of credit balance.
6. Copies of all completed, signed pledge cards to be provided to the Bank.
7. Borrower to maintain a deposit account with the Bank for the pledge receipts during the term of the loan.

13. Other Provisions:

Northern's obligation to enter into the credit arrangement described therein is subject to the satisfaction of the following conditions precedent:

(a) Completion of Northern's due diligence examination of the Borrower, the results of which shall be satisfactory to Northern in its sole discretion.

(b) No material litigation shall have been instituted against the Borrower or any affiliate, subsidiary, or contemplated guarantor of any indebtedness of the Borrower to Northern.

(c) No material adverse change, as determined by Northern, shall occur or be revealed in the condition or operations, financial or otherwise, of the Borrower or any affiliate, subsidiary, or contemplated guarantor of any indebtedness of the Borrower to Northern subsequent to the date hereof.

(d) The Borrower shall have executed and delivered definitive loan documents ("Loan Documents") containing terms and provisions satisfactory to Northern, and shall have delivered each other document or agreement required to be delivered under the Loan Documents, each duly executed and each containing terms and provisions in form and substance satisfactory to Northern and its counsel.

(e) All other conditions precedent set forth in the Loan Documents shall have been satisfied.

(f) Northern shall be satisfied that, after giving effect to the initial loans, the Borrower shall have assets (excluding goodwill and other intangible assets not capable of valuation) having value, both at fair valuation and at present fair salable value, greater than the amount of its liabilities, and Northern shall be satisfied that all of the assets supporting the facility shall be sufficient in value to provide the Borrower with sufficient working capital to enable it to thereafter profitably operate its businesses and to meet its obligations as they become due.

Notwithstanding any other provisions of this letter, in the event any law or regulation affecting Northern's entering into the financing transactions contemplated hereby shall impose upon Northern any material obligation, fee, liability, loss, penalty, cost, expense or damage which is not contemplated by this letter, Northern shall have no obligation to fund any Loan to the Borrower.

You hereby agree to indemnify and hold harmless Northern and its directors, officers, employees and agent from and against any and all losses, claims, damages, liabilities and expenses (including, without limitation, fees and disbursements of counsel) which may be incurred by or asserted against any such indemnified party in connection with or arising out of any investigation, litigation, or proceeding, whether or not such indemnified party is a party thereto, related to any transaction or proposed transaction (whether or not consummated) contemplated by this commitment letter or the facility.

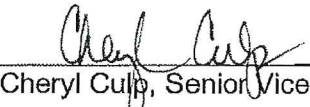
Notwithstanding anything to the contrary in the loan documents, the terms and conditions of this Commitment will survive the loan closing. A default by Borrower under this Commitment shall constitute a default under the Note.

If the foregoing is satisfactory, please sign where indicated below and return a signed copy of this letter to Northern Trust.

This commitment letter will expire on the close of business on June 25, 2018 unless accepted by you as provided below or extended in writing by Northern. We look forward to receiving your acceptance and closing this transaction.

Sincerely,

THE NORTHERN TRUST COMPANY

By: 
Cheryl Culp, Senior Vice President

250 Royal Palm Way, Suite 250
Palm Beach, Florida 33480

The undersigned accepts the within Commitment, and agrees to accept the above described Loan under the foregoing terms and conditions.

BORROWER:

Friends of Recreation, Inc.

By:  _____

Date: 06/12/18

Chairman

Title: _____

By: _____

Date: _____

Title: _____

FRIENDS OF RECREATION, INC.

Friends of Recreation, Inc. ("FOR") has agreed to make a grant (the "Grant") to the Town of Palm Beach, Florida, a municipality (the "Town") and together with FOR, (the "Parties") in an amount up to five million dollars (\$5,000,000).

This Capital Grant Agreement (the "Agreement"), prepared in two (2) originals, shall become effective on the date of its signature by FOR and the Town, acting through each of their duly authorized representatives identified on the Acknowledgment page to this Agreement (the "Effective Date"). The Town has relied upon this Agreement in consideration for moving forward with the construction of the Recreation Center (as hereinafter defined).

Upon the Effective Date, the following terms and conditions shall apply:

1. The Grant.

- A. The Grant is intended to match a challenge grant from the Morton and Barbara Mandel Family Foundation (the "Foundation") for the purpose of constructing a new recreation center for the Town (the "Recreation Center").
- B. The purpose of the Grant is to provide one-third (1/3) of the total project budget, in an amount up to five million dollars (\$5,000,000), needed by the Town for the design and construction of the Recreation Center, as well as the furnishings, fixtures, and related equipment.
- C. FOR understands that the Town must have guaranteed funding in place before placing the Recreation Center under a construction contract. That guaranteed funding shall be provided by placing two million five hundred thousand dollars (\$2,500,000) in an escrow account with the Town in an account reserved solely for the construction of the Recreation Center. The remaining amount, up to the full amount due of up to five million dollars (\$5,000,000), shall be advanced by a bank which will provide a line of credit loan to FOR secured by any and all pledges identified by FOR that have not been fully paid at the time construction begins, which are evidenced by fully executed Charitable Contribution Agreements in the form attached hereto. All such Charitable Contribution Agreements required by the bank as collateral for the loan, representing the full amount due under the bank's loan and under this agreement, shall be fully executed and in the possession of the bank and all loan documents shall be executed and the loan closed prior to the Town entering into a construction agreement for the Recreation Center.

2. Miscellaneous Conditions and Expectations.

- A. It is the expectation of FOR that the Town will commit one-third (1/3) of the total project budget, using its own funds. These funds may include state and federal funding or any other grants paid directly to the Town from a party other than FOR or the Foundation to cover at least one-third (1/3) of the costs to construct the Recreation Center.
- B. It is hoped that construction of the Recreation Center will begin in the summer of 2018 and will be completed by the end of 2019. This schedule assumes progression of design, necessary approvals, and bidding without any major obstacles. The Town must advise FOR immediately of any material deviation from this expected time frame.
- C. FOR is prepared, subsequent to the Town entering into a construction agreement, to enter into an agreement with the Town of Palm Beach to use its best efforts to build an endowment with the express purpose of funding to support and enhance the recreational programs of the Town of Palm Beach. FOR intends to be an ongoing support organization for the Town and its recreation offerings.

3. The Recreation Center.

- A. The Recreation Center shall be located at Seaview Park in Palm Beach, Florida. A new physical facility (the "Building") will be constructed to replace the current recreational building (the "Current Recreation Center"), which is located at 340 Seaview Ave, Palm Beach, FL 33480. The Current Recreation Center will be demolished in order to make space to construct the Building.
- B. It is anticipated that the Recreation Center will include: (a) the Building; (b) the Playground; and (c) the rebuilt multipurpose field.

4. Payment of the Grant. FOR shall pay the Grant to the Town pursuant to the following payment schedule:

- A. First Installment: Contingent upon completion by the Town of the preparation and publication of requests for bids from contractors, the receipt and review of such bids, selection of contractors for the Recreation Center, FOR shall make the first installment payment of the Grant to the Town. The amount of the first installment payment of the Grant shall equal forty percent (40%) of the total Grant (less prior payments made totaling seventy-eight thousand six hundred and forty-two dollars (\$78,642)).
- B. Second Installment: Upon completion of forty percent (40%) of the construction of the Recreation Center, FOR shall make the second installment of the Grant to the Town. The amount of the second

installment of the Grant shall equal twenty percent (20%) of the total Grant.

C. Third Installment: Upon completion of eighty percent (80%) of the construction of the Recreation Center, FOR shall make the third installment of the Grant to the Town. The amount of the third installment of the Grant shall equal twenty percent (20%) of the total Grant.

D. Final Installment: Upon completion of the construction of the Recreation Center, as certified by the architect, including installation of the furniture, fixtures and equipment, followed by the Town's receipt of the Certificate of Occupancy for the Building, the completion of the installation of the signage of the Building and the receipt of the final invoice for any Construction Administration Fees, FOR shall pay the final installment of the Grant to the Town. The amount of the final installment of the Grant shall equal twenty percent (20%) of the total Grant

5. Reports. The Town shall provide FOR with copies of each of the reports listed below. The Town shall provide originals to the Foundation and each of the reports must be acknowledged and signed by the Town's Deputy Town Manager, Director of Recreation and Director of Public Works.

A. First Installment Status Report. Within a reasonable time following the completion of the activities listed in Section 4.A, above, the Town shall provide FOR a status report that shall include (i) a summary of any material changes made to the approved Construction Plan, (ii) a description of the construction and budgetary activities incurred as of the date of the completion of such activities, and (iii) the Grant Payment Computation Schedule used to determine the amount of the first installment.

B. Second Installment Status Report. Within a reasonable time following the completion of forty percent (40%) of the construction of the Recreation Center, the Town must provide FOR a status report that shall include (i) a summary of any material changes made to the approved Construction Plan since the date of the last Status Report, (ii) a description of the construction and budgetary activities incurred as of the date of the completion of forty percent (40%) of the construction of the Recreation Center, and (iii) the Grant Payment Computation Schedule used to determine the amount of the second installment.

C. Third Installment Status Report. Within a reasonable time following the completion of eighty percent (80%) of the construction of the Recreation Center, the Town must provide FOR a status report that

shall include (i) a summary of any material changes made to the approved Construction Plan since the date of the last Status Report, (ii) a description of the construction and budgetary activities incurred as of the date of the completion of eighty percent (80%) of the construction of the Recreation Center, and (iii) the Grant Payment Computation Schedule used to determine the amount of the third installment.

D. Final Status Report. Within a reasonable time following the completion of activities listed in Section 4.D, above, the Town must provide FOR, and FOR must approve of, a status report, which shall include (i) a summary of any material changes made to the approved Construction Plan since the date of the last Status Report, (ii) a description of the construction and budgetary activities incurred as of the date of the report, (iii) the Grant Payment Computation Schedule used to determine the amount of the final installment and (iv) a certification by the Architect stating that the construction of the Recreation Center is complete. If the Town determines that an excess of the Grant exists, the Town should indicate in this Status Report that an excess exists and that it would like to initiate discussions with respect to establishing an endowment.

E. Annual Report. After completion of the Recreation Center, the Town shall provide to FOR, on an annual basis for a period of five (5) fiscal years, a general report summarizing the previous year's activities carried on by the Town at the Recreation Center.

6. Naming Rights and Donor Recognition.

A. In honor of making the Grant, the Town hereby gives FOR the naming rights to various aspects of the Recreation Center, provided that it is understood that the name of the Building will be "The Morton and Barbara Mandel Recreation Center". The Town, in consultation with FOR, shall determine an appropriate area within the building to place a tasteful recognition of Current Recreation Center donors and the Current Recreation Center's history. A tasteful recognition will also be made of the donors to the Recreation Center (which would include those that have donated to specific areas of the Recreation Center and all other donors).

B. FOR agrees that certain physical spaces within the Building, certain areas (including benches and trees) on the grounds surrounding the Building may be named for other donors; provided, however, that any signage recognizing such other donors shall not detract from the signage recognizing the name of the Building as "The Morton and Barbara Mandel Recreation Center." A list of naming opportunities previously approved by the Town Council that FOR consents to

being named for other donors shall be attached hereto as Exhibit A. FOR shall provide the Town a revised Exhibit A at the completion of the Campaign, or as needed from time-to-time to update the list of naming opportunities that have been designated by FOR.

7. Indemnification and Insurance.

- A. The Town agrees, subject to the limitations and provisions of Florida Statute 768.28, to defend, indemnify and hold harmless FOR and its officers, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially arising from or in connection with any act or omission of the Town or its respective officers, employees or agents, in obtaining or accepting the Grant, in expending or applying the proceeds of the Grant, or in carrying out the construction of the Recreation Center, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with the negligence of FOR or its officers, employees or agents. The Town agrees to implement and maintain throughout the duration of the construction of the Recreation Center insurance in types and amounts that are reasonable and appropriate for the activities being funded by the Grant.
- B. The Town agrees to implement and maintain throughout the duration of the construction of the Recreation Center insurance in types and amounts that are reasonable and appropriate for the activities being funded by the Grant.

- 8. Compliance with Laws. The Town shall at all times comply with applicable laws, executive orders, rules and regulations, and shall obtain all necessary approvals, permits and licenses.
- 9. Termination. This Agreement may be terminated by either of the Parties for cause including, but not limited to: (a) the breach of any material term or condition of this Agreement by the other party that remains uncured after reasonable notice; or (b) the Town's inability to carry out the purposes of the Grant.
- 10. Amendments. This Agreement may not be amended except by an instrument in writing signed by FOR and the Town. No provision of this Agreement and no right or obligation under this Agreement may be waived except by an instrument in writing signed by the party waiving the provision, right or obligation in question.
- 11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12. Assignment: Successors and Assigns. No party shall assign its rights or obligations under this Agreement in whole or in part, without the prior written approval of the other party, which approval shall not be unreasonably withheld, conditioned or delayed. The terms and conditions contained herein shall apply to, be binding upon, and inure to the benefit of the Parties and their respective permitted successors and assigns.
13. Governing Law and Jurisdiction. This Agreement shall be construed under and governed by the laws of the State of Florida without regard to its conflict of laws rules. The courts of Palm Beach County, Florida shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.
14. Entire Agreement. This Agreement, together with all referenced exhibits (including those attached after the Effective Date), contains the entire agreement between and among FOR and the Town in relation to this subject matter and supersedes any prior or contemporaneous understandings, communications, representations, agreements, or term sheets relating to this subject matter.

****SIGNATURES ON FOLLOWING PAGE****

ACKNOWLEDGMENT

Town of Palm Beach

ACKNOWLEDGEMENT

Friends of Recreation Foundation

FRIENDS OF RECREATION, INC.

By: _____
Kirk Blouin

Title: Town Manager

Date: _____

By: _____
Matthew K. Smith

Title: President and Chairman

Date: _____

**APPROVED FOR LEGAL
FORM AND SUFFICIENCY:**

By: _____
John C. Randolph

Title: Town Attorney

Date: _____

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TOWN OF PALM BEACH

Friends of Recreation Campaign CHARITABLE CONTRIBUTION AGREEMENT

In order to assist in the enhancement and enrichment of the quality of life of the citizens, residents and guests of the Town of Palm Beach, Florida and in consideration of the gifts of others, I/We/Foundation, _____ the undersigned donor(s), enter into this CONTRIBUTION AGREEMENT this _____ day of _____, 20____ to contribute to The Friends of Recreation, Inc. (A Florida 501 (c)(3) corporation) for The Mandel Recreation Center, the sum of _____,

This contribution will be payable as indicated on the reverse side and is being made to construct the Mandel Recreation Center (the "Project") and in consideration of the contribution, the Friends of Recreation, Inc. will gratefully acknowledge the gift in the following naming opportunity manner:

I/We/Foundation would like this contribution acknowledgment listed as follows:

I/We/Foundation understand that this contribution will be used to fund the capital portion of the Project unless otherwise specified.

I/We/Foundation understand that the Friends of Recreation, Inc. is relying upon the timely payment of this contribution in accordance with the payment terms set forth herein to meet financial obligations of the Project and will serve as collateral security for a loan or loans to be obtained from a Bank ("Lender") to finance the construction of the Project. Lender would not provide the loan but for the undersigned donors pledge contribution. I/We/Foundation further understand that this contribution obligation is legally binding on me/us and my/our estate(s)/officers of foundation. Entered into as of date set forth above.

Donor Signature(s)

Friends of Recreation, Inc.

By: _____ Its Chairman

Memo

To: John C. Randolph
From: Scott L. McMullen
Date: June 22, 2018
Subject: Town of Palm Beach – Friends of Recreation, Inc.

Skip:

This Memorandum is in response to your email to me of June 20, 2018 regarding the proposed Friends of Recreation Capital Grant Agreement with the Town of Palm Beach. Based on your email to me and my review of the background materials that you forwarded to me, my understanding of the pertinent facts are as follows:

- The Town of Palm Beach desires to construct a new recreation facility in the Town of Palm Beach, the estimated cost of which is up to \$15m. It is estimated that the project would take approximately 14 months to complete following commencement of construction. The cost of the project would be funded as follows:
 - The Town would pay one-third of the total cost (estimated at \$5m).
 - Friends of Recreation, Inc. (“FOR”) would pay one-third of the total cost up to \$5m by way of cash contributions and pledges received by FOR from members of the community in connection with an ongoing capital campaign for the project. FOR has already received cash donations of approximately \$2.5m and has received pledges of at least an additional \$1.8m with more expected to bring said pledges up to an estimated \$2.5m. FOR is a Florida non-profit corporation that has no assets other than the \$2.5m cash it has raised, together with the additional pledges of approximately \$2.5m.
 - The Morton and Barbara Mandel Family Foundation (the “Foundation”) would match the cash contributions and “quality pledges” received by FOR, up to \$5m, in accordance with a Capital Grant Agreement between the Foundation and the Town dated August 8, 2016 (the “Foundation Agreement”).

- The Town has approved the proposed Capital Grant Agreement with FOR (the "FOR Agreement"), as reflected in Resolution No. 63-2018, contingent upon your review and approval of same to assure that the Town is secure in its ability to receive the up to \$5m payment promised by FOR.
- You have asked me to provide my opinion on whether the \$5m payment from FOR is, in fact, secure.

As noted above, FOR has received cash donations of approximately \$2.5m, which I understand is currently being held in a Northern Trust account. You suggested that the \$2.5m in cash be transferred to the Town's construction account and be disbursed in accordance with the terms of the FOR Agreement as construction progresses. I agree with your suggestion and recommend that the form of the FOR Agreement be modified accordingly.

As to the additional pledges up to \$2.5m, it is my understanding that some of the pledges are payable by the donors to FOR over as long as a 5 year period, so the timing of FOR's receipt of the pledges will not coincide with FOR's construction draw requirements under the FOR Agreement, which are all expected to be due and payable within the next 2 years. As a result, FOR has made application with The Northern Trust Company ("Northern") to obtain a \$2.5m line of credit (the "LOC"), to be secured by an agreement encumbering the donor pledges, which would provide FOR with the liquidity necessary to pay construction draws to the Town as and when they come due. In connection therewith, FOR has provided a copy of a Loan Commitment Letter dated May 29, 2018 between Northern and FOR, the material terms of which include the following:

- A line of credit in the amount of up to \$2.5m, with a borrowing base of up to 100% of "eligible pledges", which are defined as "pledges evidenced by a completed, signed pledge card provided to the Bank and reported by the Borrower on a monthly pledge report".
- A term of 2 years.
- Payment of accrued interest monthly, with the interest rate being Overnight LIBOR + 200 basis points (which would make the current rate approximately 3.93% +/-).
- FOR to apply all collected pledge receipts to the LOC balance.
- The loan documents to contain "such usual types of representations, warranties, covenants, events of default and other conditions as are required by Northern".

My thoughts on the LOC are:

1. Assuming that (i) closing occurs on the LOC in accordance with the terms of the loan commitment letter, and (ii) FOR delivers to Northern evidence of “eligible pledges” equal to or greater than \$2.5m, then FOR will have access to funds sufficient to satisfy FOR’s funding requirements under the FOR Agreement.
2. The LOC should provide some comfort to the Town that FOR will be in a financial position to comply with the terms of the FOR Agreement. Notwithstanding, I would not characterize FOR’s obligations under the FOR Agreement as being “secure” from the Town’s perspective, for the following reasons:
 - a. In the event FOR fails or refuses to perform under the FOR Agreement by failing or refusing to pay a construction draw upon request of the Town in accordance with the draw schedule contained in the FOR Agreement, the Town could not demand payment from Northern under the LOC, as the Town would not be a party to the LOC credit facility.
 - b. Draws under the LOC by FOR could be suspended by Northern in the event of a default under the terms and conditions set forth in the loan documents evidencing the LOC. While we have not seen drafts of those loan documents, in theory, FOR could default under some loan covenant contained therein (such as failing to pay outstanding interest when due, failing to apply pledges received to the outstanding principal balance of the LOC, failing to comply with reporting requirements or failing to comply with any other covenant contained in the loan documents), which default could result in FOR being unable to make further draws on the LOC.
 - c. Again, while we have not received drafts of the loan documents, it is possible that draws under the LOC could be suspended or a default declared under the LOC if Northern “deems itself insecure”, which could happen if a major donor defaults on a pledge, files bankruptcy, etc.

In my opinion, the only way that the Town could be deemed “secure” would be by one of the following methods:

1. FOR immediately drawing the full \$2.5m on the LOC and placing the proceeds in the Town’s construction account. This would obviously result in interest expense to FOR which FOR would not want to incur;
or
2. Northern issuing an irrevocable standby letter of credit (an “LC”) in favor of the Town in the amount of \$2.5m, pursuant to which the Town

would be able to immediately draw upon the LC in the event that FOR fails to comply with the terms of the FOR Agreement. Unlike the LOC, the LC would be an agreement directly between the Town and Northern which gives the Town the right to demand payment from Northern in the event of a default by FOR under the FOR Agreement; or

3. Some other third party with significant unencumbered assets guarantees the obligations of FOR under the FOR Agreement and/or pledges assets as collateral for such obligations.

Please call me if you wish to discuss.

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Leach, Janet C.

From: Michael Ainslie <michaelainslie1@gmail.com>
Sent: Wednesday, June 27, 2018 4:40 PM
To: Randolph, John C.
Cc: Mr. Robert Simses; matt@shoesforcrews.com
Subject: Re: Friends of Recreation

This message originated from outside your organization

Skip. I had a long talk with Northern Trust and the answer is no to the letter of credit in favor of the Town. They are costly, issued for only one year and it is very complicated and thus would have to be negotiated with FOR and the Town to set up the structure. It is not possible to accomplish in the short time available. It also would be in addition to the line of credit which we hope to close in the next ten days. Northern Trust will provide the letter outlining the amount they have in signed pledges and the like amount they will lend to FOR in order for FOR to meet its payment obligations to the Town. That should be adequate for security of payment. Hope we can get this over the goal line. Thanks.

Michael. Sent from my iPhone

On Jun 27, 2018, at 3:23 PM, Randolph, John C. <JRandolph@jonesfoster.com> wrote:

Okay, I may be able to eliminate that sentence as long as the remainder of that paragraph meets with your satisfaction. Thanks.

JONESFOSTER
JOHNSTON & STUBBS, P.A.

John C. Randolph Attorney

Telephone: 561.650.0458 | Fax: 561.650.5300 | jrandolph@jonesfoster.com

Jones, Foster, Johnston & Stubbs, P.A.

Flagler Center Tower, 505 South Flagler Drive, Suite 1100, West Palm Beach, Florida 33401

561-659-3000 | www.jonesfoster.com

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From: Michael Ainslie [<mailto:michaelainslie1@gmail.com>]

Sent: Wednesday, June 27, 2018 3:07 PM

To: Randolph, John C.

Cc: matt@shoesforcrews.com; Bob Simses

Subject: Re: Friends of Recreation

This message originated from outside your organization

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jane Le Clainche, Director of Finance

Re: Amendment to the Risk, Health Insurance and Recreation Enterprise Fund FY18 Budgets
Emergency Ordinance No. 10-2018

Date: July 1, 2018

STAFF RECOMMENDATION

Staff recommends that the Town Council approve emergency Ordinance No. 10-2018, which amends the Risk, Health Insurance and Recreation Enterprise Fund FY18 budgets.

GENERAL INFORMATION

The Town Council approved staff's recommendation to transfer funds from the Risk and Health Insurance Funds to the Recreation Enterprise Fund for the Town's portion of the Recreation Center project. This Ordinance amends the budgets of these funds to make these transfers. The original budget amendment presented in May authorized a transfer of \$3.7 million to the Recreation Enterprise Fund. This amount has been amended to \$4.6 million and we recommend that the emergency Ordinance is adopted on first reading in order to be able to award the GMP Contract for the Recreation Center Project.

In addition, the Town Council approved moving forward with an RFP for the permitting, engineering and design of the Town Docks based on the master plan prepared by Baird. In order to be prepared for the award of the contract(s) for this stage of the Town Dock project, we are recommending a budget amendment that transfers \$1.7 million from the Dock Replacement Reserve to fund the estimated cost of these services. The estimate of \$1.7 million is part of the opinion of probable cost from the Baird Master Plan detail for Alternative 3.

FUNDING/FISCAL IMPACT

The Ordinance will amend the Health Fund Budget (502) in the amount of \$2,300,000 and the Risk Fund budget (501) in the amount of \$2,300,000 for the transfers from the reserves of these Funds to the Recreation Enterprise Fund (403) and will amend the Recreation Enterprise Fund budget to transfer \$1,700,000 from the Dock Replacement Reserves.

TOWN ATTORNEY REVIEW

Ordinance No. 10-2018 has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

Jll

cc: H. Paul Brazil, Director of Public Works
Beth Zickar, Director of Recreation
John C. Randolph, Town Attorney

EMERGENCY ORDINANCE NO. 10-2018

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING
FOR AN AMENDMENT TO THE TOWN'S BUDGETS ADOPTED
FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017, AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, it was necessary for the Town of Palm Beach to adopt budgets for the fiscal year commencing October 1, 2017; and

WHEREAS, the Town Council of the Town of Palm Beach, Florida, deems it necessary and appropriate to amend said budgets to provide appropriations adequate for the authorization of expenditures necessary for conducting Town operations for the fiscal year ending September 30, 2018; and

WHEREAS, the budget amendment is necessary to appropriate funds from the Risk Fund Reserves and the Health Insurance Fund Reserves to fund the Recreation Enterprise Fund for the Town's portion of the Recreation Center Project; and

WHEREAS, the budget amendment is necessary to appropriate funds from the Dock Replacement Reserve within the Recreation Enterprise Fund for permitting, engineering and design of the Town Dock project; and

WHEREAS, said budget amendments are required to be approved by ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The Health Insurance Fund, Risk Fund and the Recreation Enterprise Fund budgets for the fiscal year commencing October 1, 2017, are hereby amended and adopted pursuant to the attached Exhibit “A”, “B” and “C”, attached hereto and made a part of this emergency ordinance.

Section 4. Effective Date. This emergency ordinance shall take effect immediately upon passage and adoption as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first and final reading on this 10^h day of July, 2018.

Gail L. Coniglio, Mayor

Danielle H. Moore, Town Council President

Margaret A. Zeidman, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Lewis S.W. Crampton, Town Council Member

Kathleen Dominguez, Town Clerk

Bobbie Lindsay, Town Council Member

Town of Palm Beach, Florida
Self Insurance Fund - Health
Budget Amendment
October 1, 2017 - September 30, 2018

	Adopted Budget FY2018	Change	Amended Budget FY2018
Revenues			
Town and Employee Contributions	4,979,496	-	4,979,496
Interest on Investments	45,000	-	45,000
Total Revenues	<u>5,024,496</u>	-	<u>5,024,496</u>
Expenditures			
Salaries and Wages	77,819		77,819
Employee Benefits	4,908,065	-	4,908,065
Contractual	98,113		98,113
Commodities	2,103		2,103
Other (Contingency)	500,000		500,000
Transfer to Recreation Enterprise Fund		2,300,000	2,300,000
Total Expenditures	<u>5,586,100</u>	-	<u>7,886,100</u>
 Total Revenues Over/(Under) Expenses	 (561,604)	 -	 (2,861,604)
 Beginning Net Assets	 6,904,823		 6,904,823
 Ending Net Assets	 6,343,219		 4,043,219

Town of Palm Beach, Florida
Self Insurance Fund - Risk
Budget Amendment
October 1, 2017 - September 30, 2018

	Adopted Budget FY2018	Change	Amended Budget FY2018
Revenues			
Risk Funding	1,828,475	-	1,828,475
Interest on Investments	121,162	-	121,162
Total Revenues	<u>1,949,637</u>	-	<u>1,949,637</u>
Expenditures			
Salaries and Wages	129,276		129,276
Employee Benefits	757,245	-	757,245
Contractual	1,558,532		1,558,532
Commodities	4,584		4,584
Other (Contingency)	3,000,000		3,000,000
Transfer to Recreation Enterprise Fund		2,300,000	2,300,000
Total Expenditures	<u>5,449,637</u>	-	<u>7,749,637</u>
 Total Revenues Over/(Under) Expenses	 (3,500,000)	 -	 (5,800,000)
 Beginning Net Assets	 7,578,199		 7,578,199
 Ending Net Assets	 4,078,199		 1,778,199

Town of Palm Beach, Florida
Recreation Enterprise Fund Revenues and Expenses
Budget Amendment
October 1, 2017 through September 30, 2018

	Adopted Budget FY2018	Change	Amended Budget FY2018
Revenues			
Charges for Services	6,627,400		6,627,400
Investment Earnings	14,000		14,000
Transfer from Town Reserves	3,263,868	(3,263,868)	-
Transfer from Risk Fund	-	2,300,000	2,300,000
Transfer from Health Fund		2,300,000	2,300,000
Donations	6,571,154		6,571,154
Total Revenues	16,476,422	1,336,132	17,812,554
Expenses			
Salary and Wages	1,392,733		1,392,733
Employee Benefits	656,502		656,502
Contractual	1,523,980		1,523,980
Commodities	363,970		363,970
Capital Equipment	84,000		84,000
Capital Project - Docks	-	1,700,000	1,700,000
Capital Project - Recreation Center	9,809,022		9,809,022
Capital Projects - Other	398,489		398,489
Depreciation	1,049,626		1,049,626
Transfer to General Fund	585,000		585,000
Transfer to Debt Service Fund	198,263		198,263
Contingency	168,303		168,303
Total Expenses	16,229,888	1,700,000	17,929,888
Revenues Over/(Under) Expenditures	246,534	1,336,132	1,582,666
Beginning Net Assets	6,167,708		6,167,708
Dock Replacement Reserve	3,801,256	(1,700,000)	2,101,256

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jay Boodheshwar, Deputy Town Manager

FROM: H. Paul Brazil, P. E., Director of Public Works

RE: Award a Construction Management At Risk (CMAR) Contract to Hedrick Brothers Construction Company Inc., for the Seaview Park and Recreation Center Improvements and Establish Total Project Budget
Resolution No. 77-2018

DATE: June 26, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 77-2018 and award a Construction Manager at Risk (CMAR) contract to Hedrick Brothers Construction Company, Inc. for the Seaview Park and Recreation Center Improvements for a Guaranteed Maximum Price (GMP) amount not to exceed \$11,602,518, establish a total project budget of \$13,795,259; and authorize the Town Manager to execute said CMAR contract.

GENERAL INFORMATION

After a series of negotiation sessions, Hedrick Brothers (HB) submitted a final Guaranteed Maximum Price (GMP) for the construction of a new Recreation Center and completion of other improvements to Seaview Park on June 25, 2018. Understanding that there were budget limitations, the GMP was developed with various strategic scope modification and reduction. Said changes have been identified as “add alternates” if the Town Council decides these items should be added back to the project.

Staff is recommending the approval of the base GMP (\$11,162,805), the acceptance of three (3) add alternates (\$439,713), as well as approval of the total project budget (\$13,795,259), which will be funded equally (1/3 each) by the Morton and Barbara Mandel Foundation, the Friends of Recreation, and the Town of Palm Beach.

The base GMP includes the demolition and reconstruction of the recreation center, the multipurpose field, playground, outdoor basketball court and various hardscape and landscape improvements. The base GMP does not include certain items and modifies the scope of certain specifications, including:

- Elimination of new tennis pavilion structure
- Elimination of new playground pavilion structure
- Elimination of tennis hitting wall structure
- Elimination of entry arch
- Elimination of tennis pro-shop renovation
- Elimination of maintenance storage building renovation
- Elimination of parking lot complete mill and repaving
- Cast in place pavers in lieu of cast stone pavers
- Stucco in lieu of cast stone walls, cladding, columns, trim and moldings
- Reduction of finishes in lobby, activity room and fitness center
- Elimination of addition contractor background screening since a portion of the field will not remain open for programs during construction

The addition of the items listed above would increase the base GMP by \$1,230,746 (split 3 ways at \$410,249 for each partner). Staff is not recommending the addition of all of these items, but does recommend the addition of the new tennis pavilion and the renovation of the tennis pro-shop and maintenance building, which would add \$439,713 to the base GMP (split 3 ways at \$146,571 for each partner). Staff feels that there is sufficient contingency in the GMP to include a canvas shaded playground pavilion, which would match the design of the playground itself, and the addition of a modern hitting wall on one of the tennis courts adjacent to the parking lot. Not only would the addition of the wall on a full size court create a better experience for practicing, it will allow the Town the ability to charge a small fee for this service, which is currently free to anyone.

The spreadsheet below provides details on the total project budget, with the GMP options described above.

	Total Budget with Final GMP	Budget with Recommended Alternates	Difference	Budget with All Alternates	Difference
Expense Descriptions					
Design Services and Related Fees [1]	\$807,224	\$807,224	\$0	\$807,224	\$0
Pre-Construction Fees [2]	\$76,142	\$76,142	\$0	\$76,142	\$0
Playground	\$385,000	\$385,000	\$0	\$385,000	\$0
Furniture, Fixtures & Equipment	\$470,000	\$470,000	\$0	\$470,000	\$0
Builder's Risk Estimate	\$80,000	\$80,000	\$0	\$80,000	\$0
Utility Connection Fees Estimate	\$20,000	\$20,000	\$0	\$20,000	\$0
Owner's Contingency	\$105,000	\$105,000	\$0	\$105,000	\$0
Construction Administration	\$249,375	\$249,375	\$0	\$249,375	\$0
Sub-Total of Costs Outside of GMP	\$2,192,741	\$2,192,741	\$0	\$2,192,741	\$0
Construction GMP (Hedrick Brothers)	\$11,162,805	\$11,602,518	\$439,713	\$12,393,551	\$1,230,746
Total Project Expenses	\$13,355,546	\$13,795,259	\$439,713	\$14,586,292	\$1,230,746

Funding Sources					
Mandel Foundation Share	\$4,451,849	\$4,598,420	\$146,571	\$4,862,097	\$410,249
Friends of Recreation Share	\$4,451,849	\$4,598,420	\$146,571	\$4,862,097	\$410,249
Town Share	\$4,451,849	\$4,598,420	\$146,571	\$4,862,097	\$410,249
Total of all Funding Sources	\$13,355,546	\$13,795,259	\$439,713	\$14,586,292	\$1,230,746

[1] Expenses were paid from a portion of the Morton & Barbara Mandel Foundation's share of the project costs.

[2] Expenses were paid from a portion of the Friends of Recreation's share of the project costs.

Recommended Add Alternates	
New tennis pavilion	\$195,980
Tennis pro-shop renovation	\$176,303
Maintenance building renovation	\$67,430
Total	\$439,713

Other Add Alternates	
Playground Pavilion	\$144,048
Tennis Hitting Wall	\$116,928
East wall connecting playground pavilion and hitting wall	\$28,816
Entry arch	\$36,255
Repave parking lot and Seaview Avenue	\$42,766
Cast stone pavers in lieu of cast in place	\$180,187
Upgrade to finish in lobby and activity room	\$24,442
Upgrade to finish in fitness center	\$17,358
Cast stone wall and moldings in lieu of stucco	\$86,764
Cast stone cladding and moldings at gym in lieu of stucco	\$52,103
Cast stone columns and trim at tennis pavilion in lieu of stucco	\$28,460
Additional security screening if field remained partially open for programs	\$32,906
Total	\$791,033

During negotiations, the project duration was reduced by one month, to maintain the desired completion date in spite of project approval being deferred to July 2018. That resulted in a decrease to the CM fee for onsite project management. Discussion of various economic and industry circumstances is mentioned in the GMP report, which resulted in project cost growth beyond that originally anticipated. Project delays due to litigation also resulted in greater costs as compared to the original cost estimate. A copy of the GMP documentation is attached and a summary of the major components of the recommended GMP is as follows:

Direct Construction “Cost of Work”	\$ 8,576,745.00
Project Management “CM Fee”	\$ 1,116,430.00
Overhead (Bonds, Insurance, etc.)	\$ 247,459.00
Contractor’s Fee	\$ 789,031.00
Contingency (5%)	\$ 558,140.00
Hedrick Brother Construction (HB) Discount	\$ (125,000.00)
Base Guaranteed Maximum Price:	\$11,162,805.00
Add Alternates	\$ 439,713.00
Recommended Guaranteed Maximum Price:	\$11,602,518.00

SPECIAL CONSIDERATIONS

In an effort to minimize schedule duration and mitigate project costs, the Construction Manager (HB) has requested consideration of the following actions:

1. Early mobilization to the job site as soon as possible after project approval.
2. Review and processing of demolition permit to be completed concurrently with utility disconnections and certifications.
3. Use of the entire playing field for the duration of the project to provide better logistics and material storage/laydown for the project.
4. Prompt issuance of subcontractor permits.
5. Inspection by assigned building department (combination) inspector to provide for better scheduling, coordination and consistency.
6. Waiver/exception of working hours to allow extended work hours, from 9AM to 6PM during season (i.e. one hour longer), from 8AM to 7PM during off-season (i.e., one hour longer), and to allow Saturday work as needed from 9AM to 5PM for the duration of the project. This would also include waiver of Saturday “noisy work” constraints with 48-hour advance notice to the Building Official and Public Works Director.
7. Night, weekend, or holiday work beyond the regularly scheduled work hours stated above, which may be necessary due to emergency, delay or makeup time, shall be requested on a case-by-case basis and reviewed/approved by the Public Works Director.

It is also noted that the scope of the multi-purpose-field work includes the adjacent playing field on school district property, and an interlocal agreement is being drafted to provide right-of-entry and to accomplish that work.

PURCHASING REVIEW

The Purchasing Division served as the lead during negotiation sessions and after the four sessions, their recommendation is to award a contract to Hedrick Brothers Construction based on the resulting final GMP. This is in the Town’s best interest, for a variety of reasons including but not limited to the current construction market trends (construction pricing, raw materials costs, labor costs and low unemployment rate, etc.), time and effort to pursue other procurement methods, and the escalating costs associated with any further delays. Some of the sub-contract scopes of work will be re-bid to ensure best possible competition.

The level of effort for the CMAR approach is consistent with successful past projects performed by HB, and the ratio of project management fees plus overhead and profit as compared to the total project cost, is less than their previous contracts. The Purchasing Division has reviewed this item and recommends approval.

FUNDING/FISCAL IMPACT

Through previous approvals, Town Council has agreed to fund this project in partnership with the Morton and Barbara Mandel Foundation and the Friends of Recreation, with each partner contributing 1/3 of the total project costs, up to \$5,000,000 each. The total project budget recommended is \$13,795,259, which equates to a contribution share of \$4,598,420 for each partner. Approval of Ordinance No. 10-2018 will amend the FY18 budget to provide the Town's share of the total project costs with excess funds from the Risk and Health Fund budgets.

TOWN ATTORNEY REVIEW

This resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency. The Town Attorney will review the Construction Management at Risk Contract for legal form and sufficiency prior to execution by the Town Manager.

Attachments

cc: Beth Zickar, Director of Recreation
Jane Le Clainche, Director of Finance
Eric Brown, P.E., Assistant Director of Public Works
Patricia Strayer, P.E., Town Engineer
Dean Mealy, Purchasing Manager
Gene Parker, Hedrick Brothers Construction
Nelo Freijomel, Stephen Boruff & Associates
Morton & Barbara Mandel Foundation
Friends of Recreation

RESOLUTION NO. 77-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A CONSTRUCTION MANAGEMENT AT RISK (CMAR) CONTRACT TO HEDRICK BROTHERS CONSTRUCTION COMPANY, INC., FOR THE SEAVIEW PARK AND RECREATION CENTER IMPROVEMENTS IN THE AMOUNT OF \$11,602,518, AND ESTABLISHING AN OVERALL PROJECT BUDGET OF \$13,795,259.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby awards a Construction Management at Risk (CMAR) contract to Hedrick Brothers Construction Company, Inc., in the amount of \$11,602,518, for the Seaview Park and Recreation Center Improvements project, and establishing an overall project budget of \$13,795,259.

Section 2. The Town Manager is hereby authorized to execute a contract and purchase order on behalf of the Town of Palm Beach for these improvements, and is authorized to approve additional tasks, as necessary, within budget.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of July 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town-wide Undergrounding Project:

a. Review of Project and Dashboard, Summary of Project Status.

Steven Stern, Project Manager

b. RESOLUTION NO. 101-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Department of Public Works Engineering Division Standard Applicable to Public Rights-of-Way and Easements, Amending Chapter 2, Section 2.21, Restoration of Right-of-Way.

H. Paul Brazil, P.E., Director of Public Works

Presenter

ATTACHMENTS:

- ▣ **a. Memorandum Dated June 29, 2018, from Steven Stern, Project Manager**
- ▣ **b. Memorandum dated June 21, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **b. Resolution No. 101-2018**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor & Town Council

VIA: Kirk Blouin, Town Manager

FROM: Steven Stern, Project Manager

CC: H. Paul Brazil, P.E., Director of Public Works; Jane LeClainche, Director of Finance; Patricia Strayer, P.E., Town Engineer; Kevin Schanen, P.E., Kimley-Horn;

RE: **Key Project Updates**

DATE: June 29, 2018

1. Communications

Outreach:

- o June 2018 Newsletter
- o No community events to report this month.

2. Progress Report:

Construction progress:

Phase 1 North Construction (48% Complete):

- Main conduit is complete, the large drilling machine and support equipment are no longer on site.
- The smaller drill machine is installing private side service lines.
- Transformer placements continue with tie ins, Comcast and AT&T boxes.
- Cable crews are pulling cables through the FPL conduits.

Phase 1 South Construction (59% Complete):

- South of Sloan's Curve, the Undergrounding Crews are 100% completed with feeder & primary conduit installation.

- Approx. 98% of concrete vaults and pads for transformers and switches have been installed.
- Pulling of feeder and primary cable, approximately 70% of cable pulled to date.
- Ibis Isle Undergrounding Crew has completed FPL primary, Comcast, and AT&T conduit and cable installation along Ibis Isle Road East and West.
- Transformer pads and splice boxes along Ibis Isle Road East and West completed.
- Conduit installation along Ibis Way per the FDEP permit for the subaqueous bridge crossing completed.
- Installation of AT&T and Comcast service conduit to each home from the ROW on Ibis Isle is near completion.
- Street Lighting crew is 100% complete with installation.

3. Project Financing

On Wednesday June 27, 2018, a meeting was held to discuss the undergrounding project's long-term finance strategy.

In attendance were the Town Manager, Deputy Town Manager, Finance Director and Project Manager, Citi, the Town's Bond Attorney and Financial Consultants.

Consensus and recommendation is to proceed with General Obligation Bonds to fund the project.

A resolution for consideration will be drafted for the August or September 2018 Town Council.

4. Communications Service Provider Status Update

The Town Manager and Staff will discuss progress to negotiate an improved Special Construction Agreement with the communication service providers.



Undergrounding of Utilities Project Monthly Progress Report July 2018

Table of Contents

Dashboard – Phase 1 Construction and Phase 2, 3, 4 Design

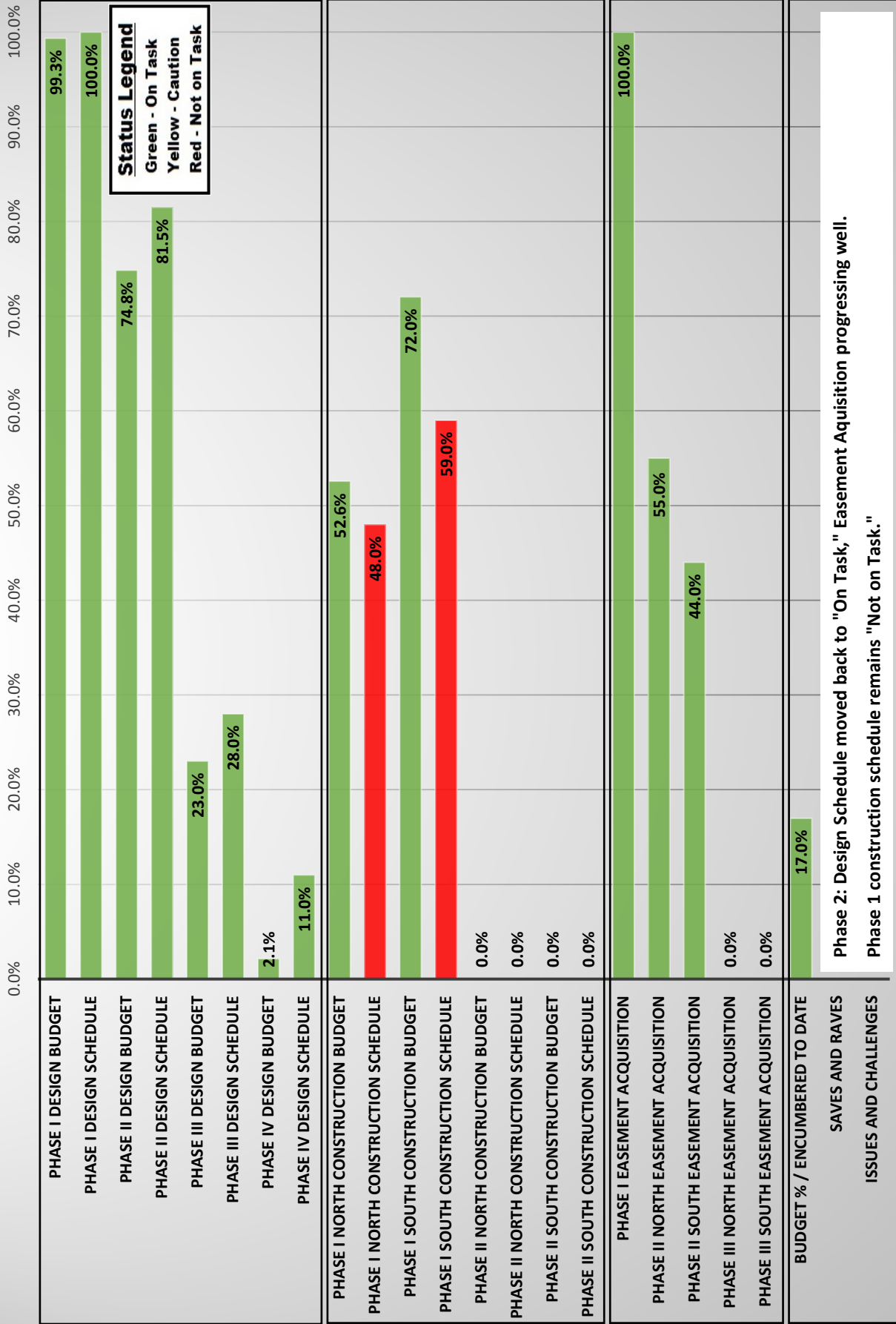
1. Project Dashboard
2. Kimley-Horn Progress Report Phase 2
3. Kimley Horn Progress Report Phase 3
4. Kimley Horn Progress Report Phase 4
5. Master Plan Gantt Chart
6. Phase 2 Design Gantt Chart
7. Phase 3 Design Gantt Chart
8. Phase 4 Design Gantt Chart
9. Burkhardt Executive Summary
10. Burkhardt Phase 1 North Gantt Chart
11. Whiting Turner Executive Summary
12. Project Financial Report
13. Interest Rate Forecast, June 22, 2018

Dashboard Notes:

- Overall Budget represents the percentage encumbered to date versus the total project budget of \$102 million.

Prepared by the Finance Department & TMO
June 29, 2018

Town of Palm Beach - Underground Utility Project Dashboard - June '18





Town-Wide Undergrounding - Phase 2 Design

KHA Project #044063202

June 2018 Progress Report

Period: May 26, 2018 to June 25, 2018

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Phase 2 North Design is 89% complete
 - Phase 2 South Design is 74% complete
- Budget: Project is on budget as of June 15, 2018
 - Phase 2 North Design is at 70% of total task budget
 - Phase 2 South Design at 70% of total task budget
- Easement Status
 - Phase 2 North: 55% of easements approved
 - Phase 2 South: 44% of easements approved

B. Detailed Design Phase

- Subconsultant/utility owner coordination related to Phase 2 Design
- Continued field review of proposed equipment locations to determine existing field constraints and modify construction plans based on easement acquisition process
- Progress on development of Comcast, AT&T and FPL Conduit Plans for Phase 2 North and South
- Continued Development of Landscape Plans for Phase 2 North and South
- Submittal of Phase 2 North and South Bid Plans and Technical Specifications
- Continued resident meetings for easement acquisition in Phase 2 North and Phase 2 South.
- Attendance at Progress Meeting with Town and Utilities to coordinate the design process.
- Design coordination meeting with AT&T.
- Preparation and attendance at the June UUTF meeting.
- Prepare and submit legal sketches and descriptions for approved easements.

II. Upcoming Activities (June 26, 2018 – July 25, 2018)

A. Detailed Design Phase

- Subconsultant/utility owner/construction manager coordination related to Phase 2 Bidding.
- Continue resident meetings to discuss easements in Phase 2 North and Phase 2 South.
- Submittal of the FDOT utility permit application for Phase 2 South.
- Progress Meeting Attendance



Town-Wide Undergrounding - Phase 3 Undergrounding

KHA Project #044063215

June 2018 Progress Report

Period: May 26, 2018 to June 25, 2018

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Phase 3 North Design is 29% complete
 - Phase 3 South Design is 27% complete
- Budget: Project is on budget as of June 15, 2018
 - Phase 3 North Design is at 18% of total task budget
 - Phase 3 South Design at 18% of total task budget
- Easement Status
 - Phase 3: N/A, will provide status when this work begins

B. Detailed Design Phase

- Subconsultant/utility owner coordination related to Phase 3 Undergrounding.
- Performed follow up field review to collect missing meter information.
- Coordination with surveyor to complete the Phase 3 survey files.
- Coordination with utility owners to receive utility record information.
- Development of the Phase 3 South Street Light Exhibit, progress on development of the same for the North area.
- Submittal of the utility base map for the Phase 3 South area.
- Progress Meeting Attendance

II. Upcoming Activities (June 26, 2018 – July 25, 2018)

A. Detailed Design Phase

- Continued Subconsultant/utility owner coordination
- Finalize and submit the Phase 3 Street Light Exhibits for submittal to FPL
- Progress Meetings



Town-Wide Undergrounding - Phase 4 Undergrounding

KHA Project #044063219

June 2018 Progress Report

Period: May 26, 2018 to June 25, 2018

I. Scope Update

A. General

- **Schedule:** Project schedule progress is shown below.
 - Phase 4 North Design is 12% complete
 - Phase 4 South Design is 10% complete
- **Budget:** Project is on budget as of June 15, 2018
 - Phase 4 North Design is at 1.5% of total task budget
 - Phase 4 South Design at 1.5% of total task budget
- **Easement Status**
 - Phase 4: N/A, will provide status when this work begins

B. Detailed Design Phase

- Subconsultant/utility owner coordination related to Phase 4 Undergrounding
- Data Collection of existing utilities in project area and coordination with utility owners to receive record information.
- Coordination with Town staff related to meter review notifications.
- Coordination with geotechnical subconsultant for field work.
- Progress towards completion of field surveying of both north and south areas.
- Coordination with surveyor to receive plat information.
- Progress Meetings

II. Upcoming Activities (June 26, 2018 – July 25, 2018)

A. Detailed Design Phase

- Subconsultant/utility owner coordination related to Phase 4 Undergrounding
- Perform meter location field reviews for both north and south areas.
- Continued coordination with utility owners to receive utility record information.
- Existing Utility Easement Research in both the north and south areas.
- Continued coordination with geotechnical subconsultant to complete field work and report.
- Completion of field surveying in the north area. Continued progress in the south area.
- Progress towards development of the Phase 4 North utility base file.
- Progress Meetings

ID	Task Name	Duration	Start	Finish
1	Master Planning	230 days?	Mon 5/16/16	Fri 3/31/17
2	External Project Kick off Meeting	1 day	Thu 6/16/16	Thu 6/16/16
3	Internal Project Kick off Meeting	1 day	Mon 6/20/16	Mon 6/20/16
4	Task 1.1.1 - Data Collection	65 days?	Mon 5/16/16	Fri 8/12/16
5	Collect/Analyze Town Project Data- ACIP Program Information (roads, drainage, street lights, other planned ACIP projects)	35 days	Mon 5/16/16	Fri 7/1/16
6	Collect/Analyze City Data - Watermain program information	30 days	Mon 5/16/16	Fri 6/24/16
7	Collect/Analyze Lake Worth and South Palm Beach data at project limits	30 days	Mon 5/16/16	Fri 6/24/16
8	Collect/Analyze FPU - gas main replacement program	30 days	Mon 5/16/16	Fri 6/24/16
9	Collect/ Analyze - FDOT records and proposed projects in Town limits	30 days	Mon 5/16/16	Fri 6/24/16
10	Collect/Analyze FPL	23 days?	Wed 7/13/16	Fri 8/12/16
11	Office Meeting/Record Review with FPL	1 day?	Wed 7/13/16	Wed 7/13/16
12	Field Verification of Major Utility Elements	22 days	Thu 7/14/16	Fri 8/12/16
13	Collect/Analyze ATT	22 days?	Thu 7/14/16	Fri 8/12/16
14	Office Meeting/Record Review with ATT (infrastructure / Smart Poles)	1 day?	Thu 7/14/16	Thu 7/14/16
15	Field Verification of Major Utility Elements	21 days	Fri 7/15/16	Fri 8/12/16
16	Collect/Analyze Comcast	21 days	Fri 7/15/16	Fri 8/12/16
17	Office Meeting/Record Review with Comcast	1 day	Fri 7/15/16	Fri 7/15/16
18	Field Verification of Major Utility Elements	18 days	Wed 7/20/16	Fri 8/12/16
19				
20	Task 1.1.2 - Data Collection-Future Communications Systems	104 days	Wed 7/6/16	Mon 11/28/16
21	Collect/Analyze - TOPB Police and Fire Dept private lines	16 days	Fri 7/15/16	Fri 8/5/16
22	Meeting with Town Public Works staff, Fire Department Staff, and Police Staff	1 day	Wed 7/6/16	Wed 7/6/16
23	Analysis of Town-wide Closed communications system expansion (police/fire/public works)	17 days	Fri 7/15/16	Mon 8/8/16
24	Analysis of Town-wide Closed Circuit communications system	51 days	Wed 7/6/16	Wed 9/14/16
25	Develop recommendations/conceptual order of magnitude OPC (Town Future Communications only)	21 days	Mon 9/26/16	Mon 10/24/16
26	Draft and Issue summary memorandum	47 days	Thu 9/15/16	Fri 11/18/16
27	Review recommendations with Town	6 days	Mon 11/21/16	Mon 11/28/16
28				
29	Broadband Infrastructure Assessment	180 days?	Mon 7/25/16	Fri 3/31/17
30	Kickoff meeting	1 day	Mon 7/25/16	Mon 7/25/16

Project: TOPB UG Master Plann
Date: Wed 2/21/18

Task

Milestone

Summary

Manual Task

Manual Summary

Finish-only

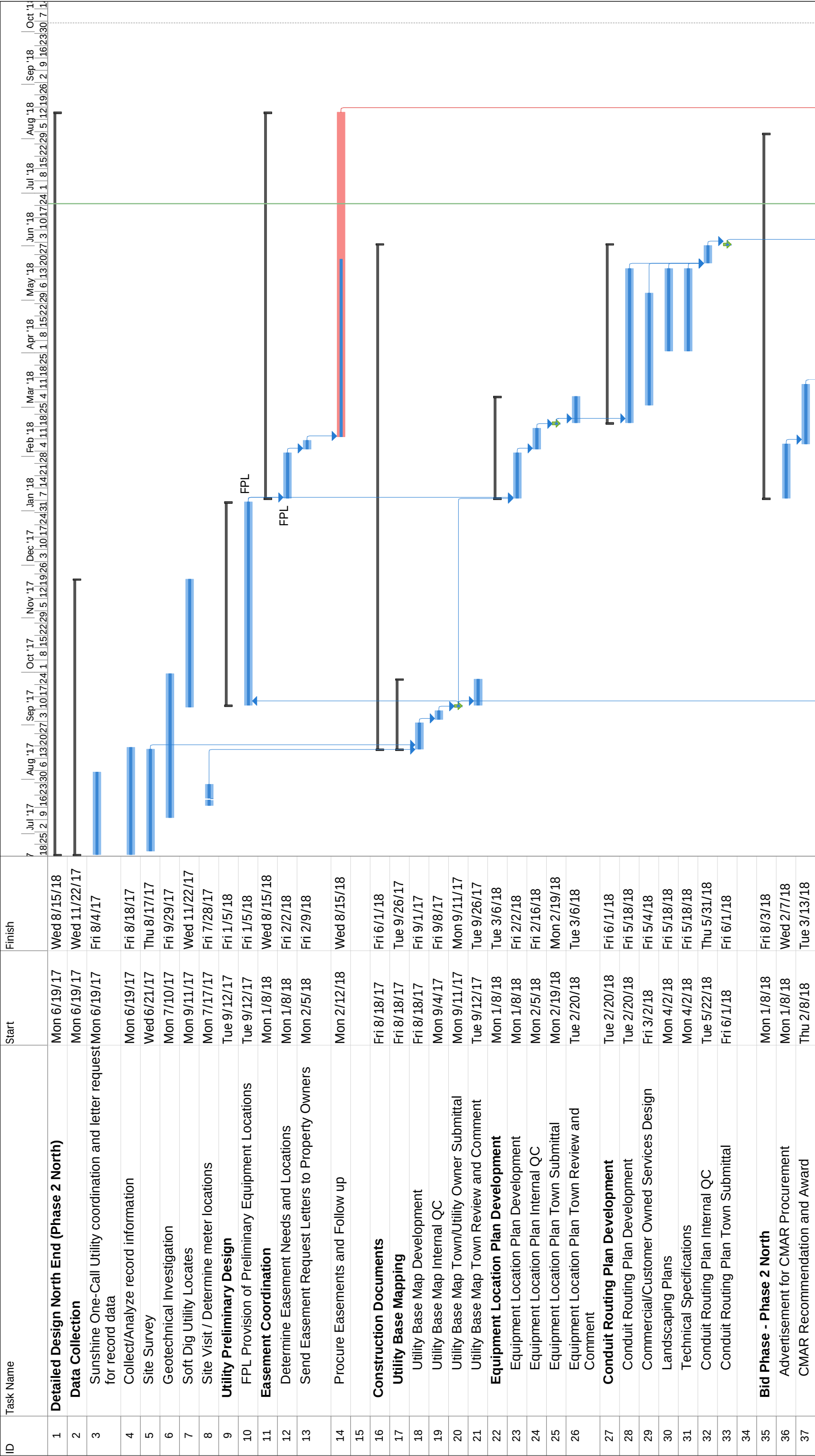
Deadline

Progress

Manual Progress

ID	Task Name	Duration	Start	Finish																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									</
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Project: TOPB UG Master Plann	Task	Summary	Manual Summary	Deadline	Manual Progress
Date: Wed 2/21/18	Milestone	Manual Task	Finish-only	Progress	



Project: TOPB UG Ph 2 Designr
Date: Mon 6/25/18

Task

Milestone

Summary

Project Summary

Manual Task

Manual Summary

Critical Split

Progress

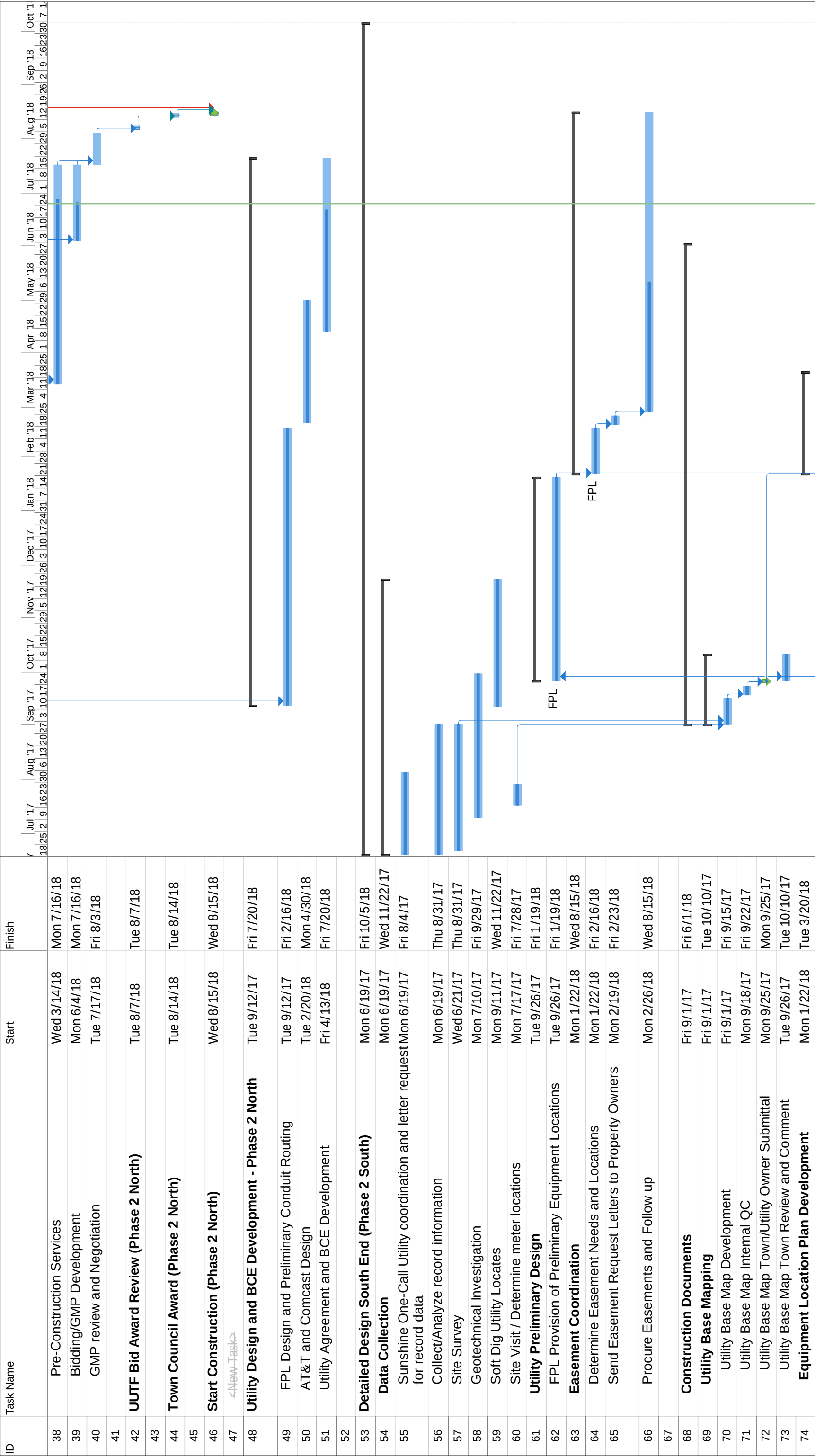
Deadline

Critical

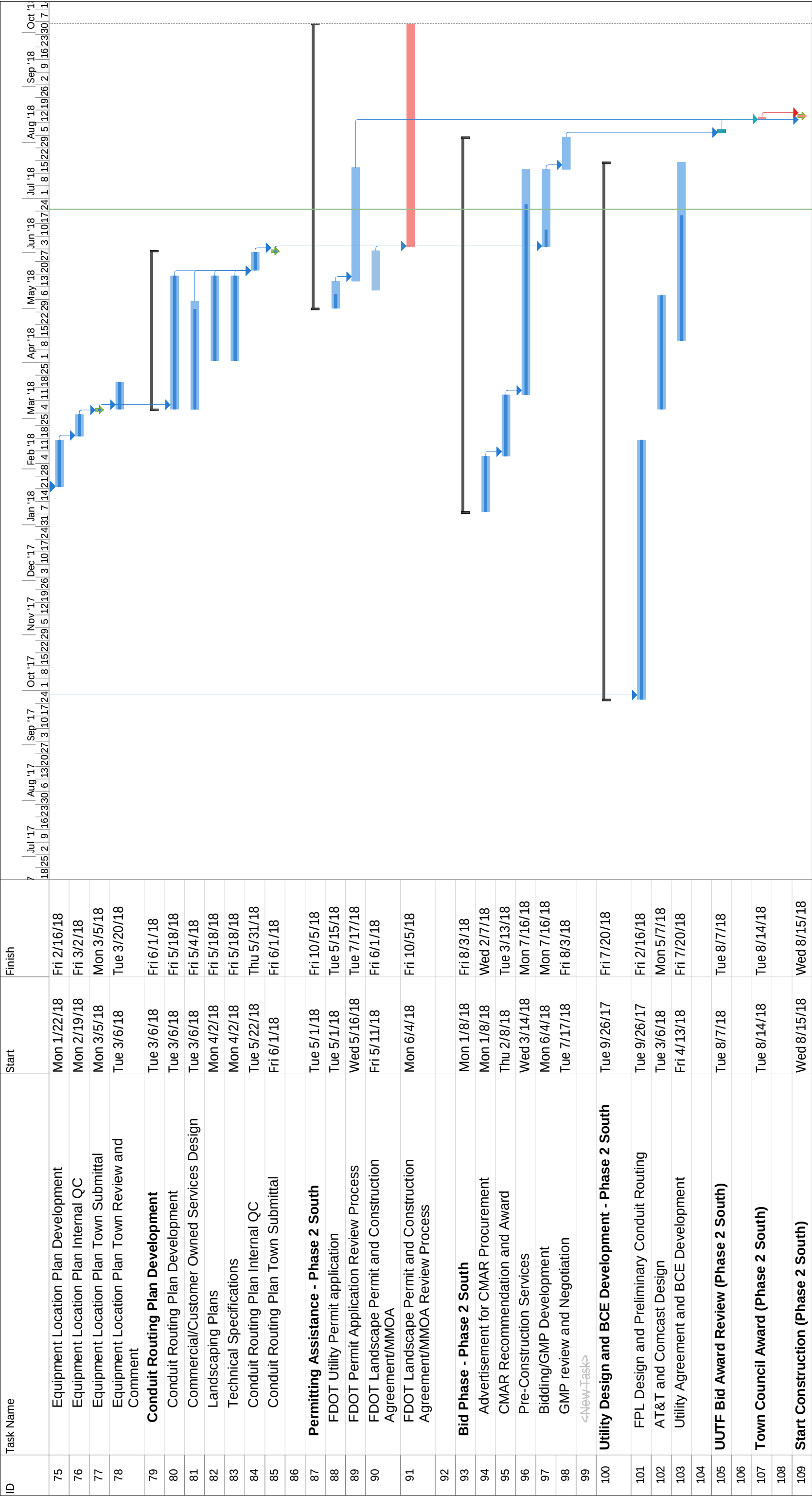
Manual Progress

Progress

Page 1



Page 2



Project: TOPB UG Ph 2 Designr
Date: Mon 6/25/18

Task

Milestone

Summary

Project Summary

Manual Task

Manual Summary

Deadline

Critical

Manual Progress

Progress

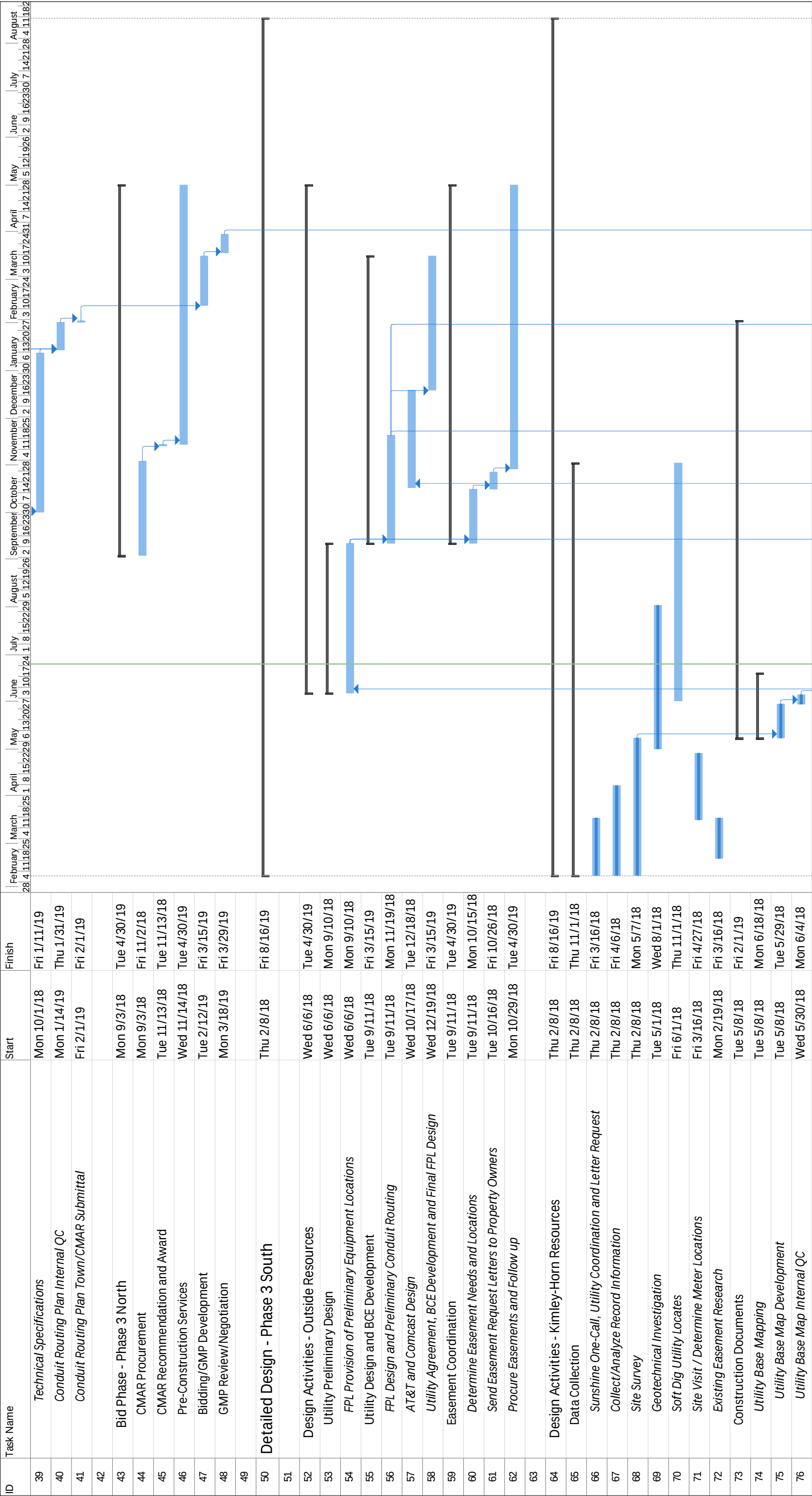
Critical Split

Progress

Manual Progress

Progress

Page 3



Project: Phase 3 Detailed Design
Date: Mon 6/25/18

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

ID	Task Name	Start	Finish
1	Detailed Design - Phase 4 North	Wed 5/9/18	Fri 5/1/20
2			
3	Design Activities - Outside Resources	Tue 8/21/18	Fri 5/1/20
4		Utility Preliminary Design	Tue 8/21/18
5	FPL Provision of Preliminary Equipment Locations	Tue 8/21/18	Mon 12/24/18
6	Utility Design and BCE Development	Tue 12/25/18	Fri 11/22/19
7	FPL Design and Preliminary Conduit Routing	Tue 12/25/18	Tue 4/2/19
8	AT&T and Comcast Design	Wed 2/6/19	Tue 4/2/19
9	Utility Agreement, BCE Development and Final FPL Design	Fri 7/19/19	Fri 11/22/19
10	Easement Coordination	Wed 12/26/18	Fri 5/1/20
11	Determine Easement Needs and Locations	Wed 12/26/18	Mon 1/28/19
12	Send Easement Request Letters to Property Owners	Tue 1/29/19	Mon 2/11/19
13	Procure Easements and Follow up	Tue 2/12/19	Fri 5/1/20
14			
15	Design Activities - Kimley-Horn Resources	Wed 5/9/18	Wed 4/1/20
16		Data Collection	Wed 5/9/18
17	Sunshine One-Call, Utility Coordination and Letter Request	Wed 5/9/18	Thu 6/14/18
18	Collect/Analyze Record Information	Wed 5/9/18	Fri 7/6/18
19	Site Survey	Wed 5/9/18	Fri 7/6/18
20	Geotechnical Investigation	Wed 5/9/18	Wed 8/1/18
21	Soft Dig Utility Locates	Wed 5/1/19	Tue 10/1/19
22	Site Visit / Determine Meter Locations	Mon 6/18/18	Mon 7/30/18
23	Existing Easement Research	Fri 6/1/18	Thu 6/21/18
24	Construction Documents	Mon 7/9/18	Mon 2/3/20
25		Utility Base Mapping	Mon 7/9/18
26	Utility Base Map Development	Mon 7/9/18	Fri 8/10/18
27	Utility Base Map Internal QC	Mon 8/13/18	Fri 8/17/18
28	Utility Base Map Town/Utility Owner Submittal	Mon 8/20/18	Mon 8/20/18
29	Utility Base Map Town Review and Comment	Tue 8/21/18	Fri 8/31/18
30	Equipment Location Plan Development	Tue 12/25/18	Mon 2/18/19
31	Equipment Location Plan Development	Tue 12/25/18	Tue 1/29/19
32	Equipment Location Plan Plan Internal QC	Wed 1/30/19	Mon 2/4/19
33	Equipment Location Plan Town Submittal	Tue 2/5/19	Tue 2/5/19
34	Equipment Location Plan Town Review and Comment	Wed 2/6/19	Mon 2/18/19
35	Conduit Routing Plan Development	Wed 4/3/19	Mon 2/3/20
36	Conduit Routing Plan Development	Wed 4/3/19	Mon 1/13/20
37	Commercial/Customer Owned Service Design	Fri 11/1/19	Fri 1/10/20
38	Landscaping Plans	Fri 11/1/19	Fri 1/10/20

Project: Phase 4 Detailed Design

Date: Mon 6/25/18

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

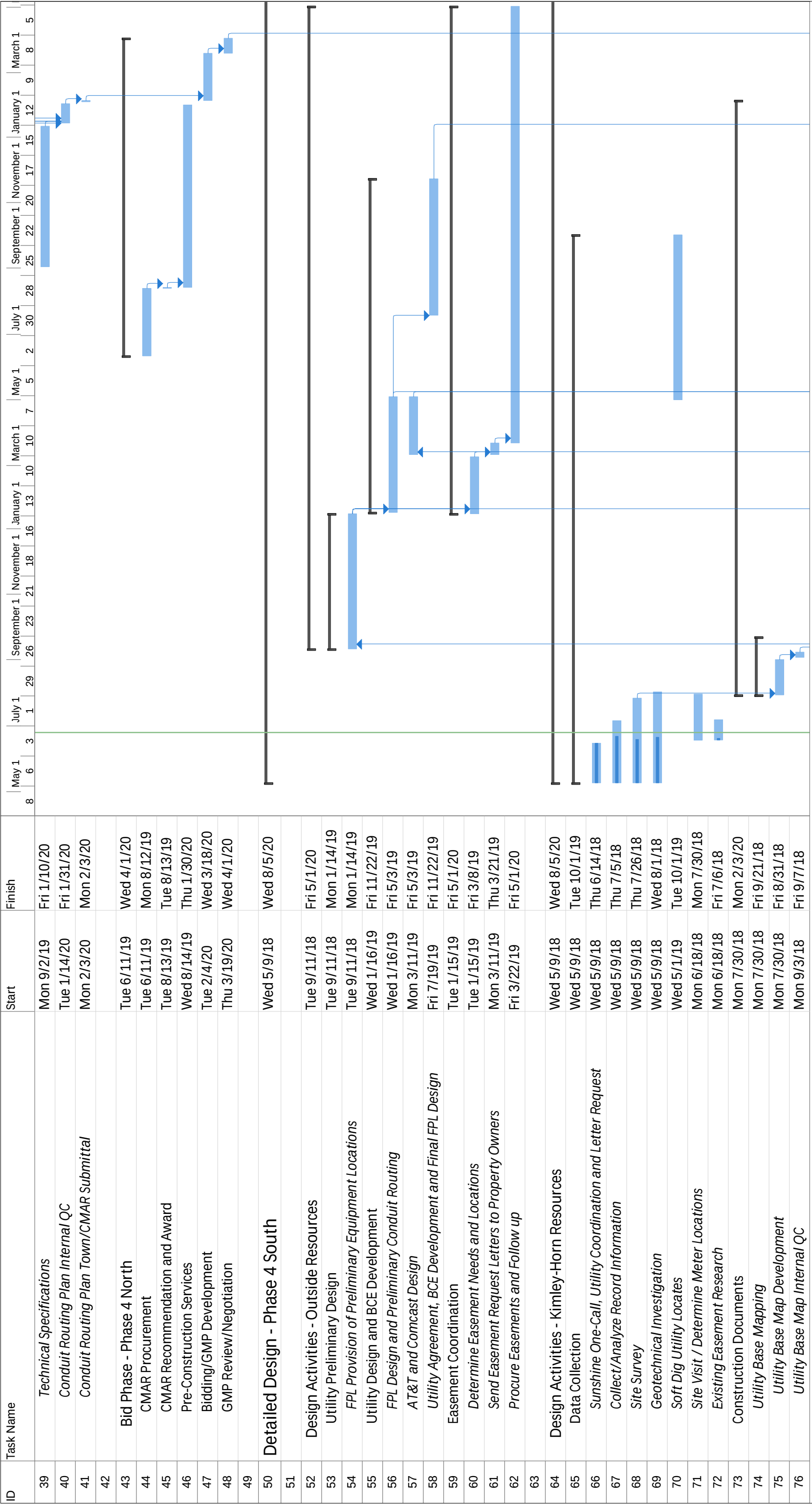
External Tasks

External Milestone

Deadline

Progress

Manual Progress



Project: Phase 4 Detailed Design
Date: Mon 6/25/18

Task

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

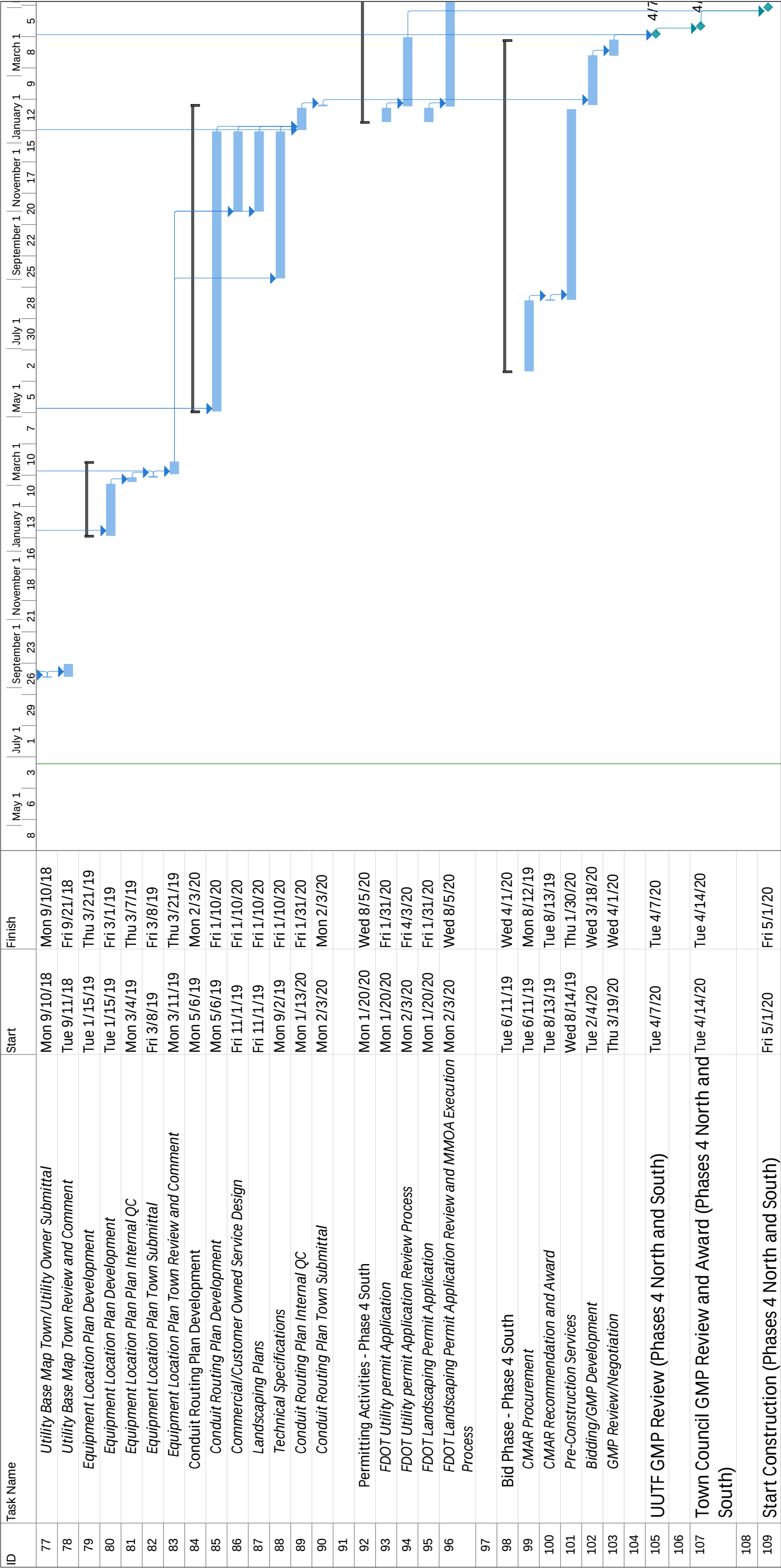
External Tasks

External Milestone

Deadline

Progress

Manual Progress



Project: Phase 4 Detailed Design
Date: Mon 6/25/18

Task

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Vincent G. Burkhardt
President



Executive Summary

Vincent G. Burkhardt
President



Executive Summary
For
May 2018

Project Description

Townwide Overhead Utility Undergrounding
Phase 1 North
P.O. # 171308

Project Status:

In May the project took on a different look. For the most part the bigger drilling machine along with all of its support equipment was gone from the site. The smaller drill machine was there installing private side service lines where it was feasible. The second crew continued with tie ins to transformers, Comcast boxes, and AT&T boxes. The third crew mainly performed permanent pavement repair throughout the site.

The cable pulling crew began pulling cables through the newly installed FPL conduits and some of the transformers were set. We do not want residents to think that because some of the transformers are set that the power will be switched over, it is just part of the process of the entire project.

The project continues to remain within budget and is on schedule.

Vincent G. Burkhardt
President



Executive Summary
For
May 2018

Project Description

Townwide Utility Undergrounding
Onondaga Avenue & Laurie Lane Improvements
Phase 1 North
P.O. # 171308

Project Status:

At the beginning of the month Florida Public Utilities began installing a new gas main and service lines along Onondaga Avenue. Once FPU's work was completed we mobilized to the site around the middle of the month.

The existing asphalt roadway along the north and south side was saw cut and removal of the asphalt along the south side of the road began. The curb pads were dug, densities taken, the rock curb pad was installed and densities were once again taken. The valley gutter curb along the south side of the roadway was poured by the end of the month. Although we had an excessive amount of rain during the month of May we continued to move forward with the work as much as possible and hoped to be further along with production but we cannot control the weather and will make the time up in June.

The project continues to stay within budget.

TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1 NORTH
SCHEDULE
RFQ No. 2017-14

ID	Task Name	% Complete	Duration	Start	Finish	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018	2019	Jan	Feb
1	Phase I - NORTH	48%	420 days?	Mon 6/12/17	Fri 1/18/19												
2	Fully Executed Non-GAF Agreement	100%	23 days	Mon 6/12/17	Wed 7/12/17												
3	Copy Of Executed Easements	100%	23 days	Mon 6/12/17	Wed 7/12/17												
4	Fully Executed Applicant Installed Agreement With FPL	100%	23 days	Mon 6/12/17	Wed 7/12/17												
5	Fully Executed R/O/W Agreement With FPL	100%	23 days	Mon 6/12/17	Wed 7/12/17												
6	Fully Executed Agreement With COMCAST / AT & T	50%	23 days	Mon 6/12/17	Wed 7/12/17												
7	Town Council Approval	100%	1 day	Tue 6/13/17	Tue 6/13/17												
8	Award Prime Contract	100%	13 days	Wed 6/14/17	Fri 6/30/17												
9	Permitting	100%	15 days	Mon 6/26/17	Fri 7/14/17												
10	Customer Owned Service Connection Permitting	0%	15 days	Mon 6/26/17	Fri 7/14/17												
11	Sub Contract Agreements	100%	23 days	Wed 6/14/17	Fri 7/14/17												
12	Material Procurement	100%	11 days	Fri 6/30/17	Fri 7/14/17												
13	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	99%	225 days	Mon 7/17/17	Fri 5/25/18												
14	Feeder Splice Box Installation	90%	15 days	Thu 10/12/17	Wed 11/1/17												
15	Set Transformers / Switch Cabinets (FPL)	60%	75 days	Sun 2/4/18	Thu 5/17/18												
16	Secondary Services / Wire	65%	138 days	Tue 2/20/18	Thu 8/30/18												
17	As-Built Submission / Review (FPL)	50%	47 days	Tue 2/20/18	Wed 4/25/18												
18	Pull Wire / Terminations Primary (FPL)	5%	81 days	Tue 2/20/18	Tue 6/12/18												
19	*ATT Rod Conduit, Pull Wire, Set Pedestals	0%	133 days	Tue 2/27/18	Thu 8/30/18												
20	*Comcast Pull Wire, Set Pedestals	0%	133 days	Tue 2/27/18	Thu 8/30/18												
21	Cut over / Overhead Removal (ATT/Comcast)	0%	45 days	Mon 9/3/18	Fri 11/2/18												
22	Energize Underground (FPL)	0%	30 days	Sun 6/10/18	Thu 7/19/18												
23	Secondary Service Switch Over (FPL)	0%	113 days	Mon 6/11/18	Wed 11/14/18												
24	** Demo Overhead / Remove Poles (FPL) / Final Restoration	0%	90 days	Mon 9/17/18	Fri 1/18/19												
25	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%															
26	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%															
27	Storm Drainage	99%	45 days	Mon 7/17/17	Fri 9/15/17												
28	Water Main	100%	79 days	Sun 10/15/17	Wed 1/31/18												



SAFETY

Monthly safety inspections are conducted by WT Regional Safety Director. Daily safety inspections conducted by onsite staff.

- ◆ 0 lost time incidents to date
- ◆ 1 recordable incident to date

CONSTRUCTION

- ◆ S. Ocean Blvd (Electrical Undergrounding Crew) - Current location just south of Sloan's Curve. Undergrounding Crews are 100% completed with feeder & primary conduit installation on S. Ocean Blvd. Approx. 98% of concrete vaults and pads for transformers and switches have been installed. Pulling of feeder and primary cable started. Approximately 70% of cable pulled to date.
- ◆ Ibis Isle Undergrounding Crew has completed FPL primary, Comcast, and AT&T conduit and cable installation along Ibis Isle Road East and West. Transformer pads and splice boxes along Ibis Isle Road East and West completed. Conduit installation along Ibis Way per the FDEP permit for the subaqueous bridge crossing completed. Installation of AT&T and Comcast service conduit to each home from the ROW on Ibis Isle is near completion.
- ◆ Street Lighting crew approximately 100% complete with installation.

DOCUMENTATION:

RFIs:

- A. 21 RFIs issued to date
- B. 1 Outstanding RFI

SUBMITTALS:

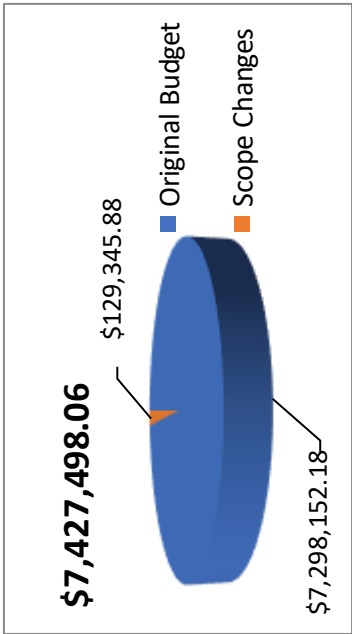
- A. 58+ Individual Submittals Processed
- B. 3 Submittal Package Currently Under Review
- C. 0 Submittal Packages Pending Submission to A/E

DRAWINGS: Added Scopes of Work

- A. Post GMP Phipps Ocean Park Restroom Building received January 18th from TOPB.
- B. Post GMP Phipps Ocean Park (North) Lighting—Undergrounding of electrical.
- C. Post GMP A-41 Wastewater Pump Station received January 12th from TOPB
- D. Post GMP Ibis Bridge Watermain Crossing received December 12, 2017 from KHA.
- E. Phase 2 Undergrounding South received June 8, 2018 from KHA.

RELEVANT POTENTIAL CHANGES:

FINANCIALS—BUDGET VS. COSTS



SCHEDULE SUMMARY

S. Ocean Undergrounding -Sta 11+10 to Sta 243+66

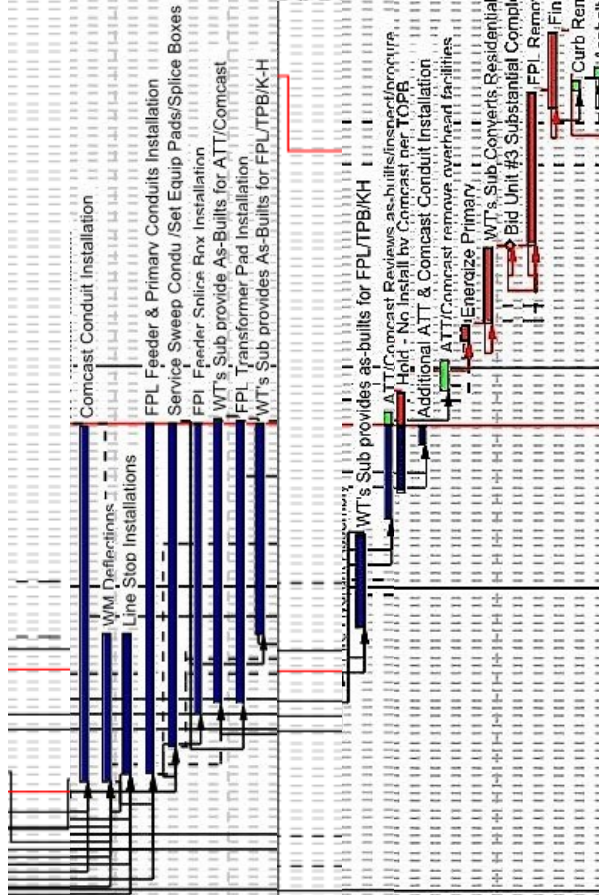
1505	Comcast Conduit Installation	10	1	29AUG17 A	19JUN18
1521	WIM Deflections	60	0	29AUG17 A	29DEC17 A
1518	Line Stop Installations	50	0	04SEP17 A	29DEC17 A
1543	FPL Feeder & Primary Conduits Installation	75	2	04SEP17 A	20JUN18
1545	Service Sweep Condu / Set Equip Pads/Splice Boxes	75	2	27SEP17 A	20JUN18
1512	FPL Feeder Splice Box Installation	20	2	23OCT17 A	20JUN18
1509	WT's Sub provide As-Built for ATTT/Comcast	5	3	01NOV17 A	25JUN18
1550	FPL Transformer Pad Installation	20	2	01NOV17 A	22JUN18
1547	WT's Sub provides As-Built for FPL/TPBK-H	5	1	29DEC17 A	21JUN18

Ibis Isle

3055	WT's Sub provides as-builts for FPL/TPBK/H	5	0	03JAN18 A	23MAR18 A
3035	ATT/Comcast Reviews as-builts/inspect/procure	20	10	02APR18 A	02JUL18
IMP 3013	Hold - No install by Comcast per TOPB	30	20	25APR18 A	17JUL18
IMP 3012	Additional ATT & Comcast Conduit Installation	10	3	04JUN18 A	21JUN18
3100	ATT/Comcast remove overhead facilities	20	20	18JUL18	14AUG18
3065	Energize Primary	10	10	28AUG18	11SEP18
3090	WT's Sub Converts Residential Services (FPL)	45	45	12SEP18	13NOV18
3110	Bid Unit #3 Substantial Completion	0	0		13NOV18
3070	FPL Remove Overhead Conductors/Light/Poles	90	90	14NOV18	21MAR19
3080	Final Landscape & Irrigation Restoration	45	45	08MAR19	09MAY19
3074	Curb Removal & Replacement	7	7	22MAR19	01APR19

SCHEDULE NOTES / IMPACTS:

- Street Lighting scope is 100% complete. Completion pending FPL Street Lighting direct installation.
- Additional AT&T/Comcast Service Conduit at Ibis Isle scope is 98% complete. Restoration ongoing. AT&T and Comcast direct installation currently on hold per the Town.
- Scope of work associated with Ibis Isle Bridge Watermain Crossing to begin in mid-July.



Underground Utility Project Budget
Project Financial Summary
June 30, 2018

Expenditures	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,900,000	\$ 12,642,040	\$ 8,626,218	68.2%
Phase 2	\$ 9,170,000	\$ 9,710,000	\$ 1,108,354	\$ 688,440	62.1%
Phase 3	\$ 10,910,000	\$ 11,360,000	\$ 1,192,094	\$ 564,573	47.4%
Phase 4	\$ 10,370,000	\$ 10,910,000	\$ 1,306,043	\$ 19,090	1.5%
Phase 5	\$ 14,090,000	\$ 14,850,000	\$ 81,087	\$ -	0.0%
Phase 6	\$ 16,820,000	\$ 17,690,000	\$ -	\$ -	
Phase 7	\$ 11,730,000	\$ 12,220,000	\$ -	\$ -	
Phase 8	\$ 12,300,000	\$ 12,890,000	\$ -	\$ -	
Other	\$ 570,000	\$ 980,414	\$ 980,414	\$ 1,161,100	118.4%
Total Project Costs To Date*	\$ 98,580,000	\$ 103,510,414	\$ 17,310,031	\$ 11,059,422	63.9%
* Updated OPC includes estimated AT&T credit					
Total Other Costs Outside Underground Budget			\$ 793,197	\$ 1,087,646	137.1%
Total Underground Project Costs			\$ 18,103,229	\$ 12,147,067	67.1%
Opinion of Cost - Master Plan			98,600,000		
AT&T and Comcast Additional Project Costs			6,700,000		
AT&T Credit - TBD			?		
FPL Credit - TBD			(3,300,000)		
Total Project Budget			\$ 102,000,000		
% Budgeted/Encumbered To Date Project Costs			16.97%		
% Spent to Date - Project Costs			10.84%		

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments Reserved		\$ 11,418,091	0.0%
Assessment Revenue Reserved	\$ 5,080,000	\$ 4,170,545	82.1%
Commercial Paper	\$ 22,650,000	\$ 22,650,000	100.0%
Town Owned Property Prepaid Assessments	\$ 2,797,291	\$ 2,797,291	100.0%
Interest on Assessment Escrow	\$ -	\$ 104,134	
Interest	\$ 12,000	\$ 94,754	789.6%
1 Cent Sales Tax	\$ 2,500,000	\$ 666,667	26.7%
Other			
Donations - Civic Association	\$ 49,250	\$ 49,250	100.0%
Transfer from (307) Fund CIP	\$ 760,200	\$ 760,200	100.0%
Total Project Revenues	\$ 33,848,741	\$ 42,710,932	126.2%

Underground Utility Project Budget
Phase 1 Project Costs
June 30, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Project Engineering					
Task 2.1 - Detailed Design North End	590,000		472,063	472,063	100.0%
Task 2.2 - Detailed Design South End	740,000		619,411	619,411	100.0%
Task 2.3 - Permitting Assistance			17,790	17,790	100.0%
Task 2.4 - Bid Phase Assistance			42,166	42,166	100.0%
Task 2.5 - Meetings - Design Phase			125,399	125,383	100.0%
Legal Sketch and Description - Easements			34,000	25,315	74.5%
Subtotal Design Phase	\$ 1,330,000	\$ 1,400,000	\$ 1,310,829	\$ 1,302,128	99.3%
Construction Costs					
Phase 1 North Construction					
Preconstruction			\$ 19,720	19,720	100.0%
Burkhardt Construction			\$ 3,598,144	2,123,252	59.0%
Street Light Conversion			\$ 26,273	26,273	100.0%
Change Order for AT&T and Comcast Conduit			\$ 371,201	-	0.0%
Utility Design Costs			\$ 15,595	15,595	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 476,776	187,499	39.3%
Construction Engineering (KH)			\$ 230,532	118,303	51.3%
	\$ 4,210,000	\$ 4,390,000	\$ 4,738,241	\$ 2,490,642	52.6%
Phase 1 South Construction					
Preconstruction			\$ 22,200	22,200	100.0%
Whiting Turner Construction			\$ 4,450,977	3,113,217	69.9%
Change Order for AT&T and Comcast Conduit			\$ 125,147	-	0.0%
Other Approved Change Orders - Additional soil borings at Ibis Isle			\$ 2,200	2,200	100.0%
Utility Design Costs			\$ 33,013	33,013	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 1,374,193	1,184,090	86.2%
Construction Engineering (KH)			\$ 283,880	177,144	62.4%
	\$ 6,800,000	\$ 6,830,000	\$ 6,291,610	\$ 4,531,864	72.0%
Easement Recording Fees			\$ 270		
Legal Costs/Easement Acquisition - Jones Foster	\$ 280,000	\$ 280,000	\$ 301,359	\$ 301,584	100.1%
Total Phase 1 Costs	\$ 12,620,000	\$ 12,900,000	\$ 12,642,040	\$ 8,626,218	68.2%

Underground Utility Project Budget
Phase 2 Project Costs
June 30, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 2 Design					
Kimley Horn					
Task 1.1 Phase 2 North Design	335,000	360,000	\$ 281,304	\$ 253,174	90.0%
Task 1.2 Phase 2 South Design	400,000	420,000	\$ 335,353	\$ 301,818	90.0%
Task 1.3 Permitting Assistance North and South			\$ 12,674	\$ -	0.0%
Task 1.4 Bid Phase Assistance North and South			\$ 40,565	\$ -	0.0%
Task 1.6 Meetings North and South			\$ 136,617	\$ 48,599	35.6%
Total Phase 2 Design	\$ 735,000	\$ 780,000	\$ 806,513	\$ 603,590	74.8%
Construction Costs					
Phase 2 North Construction					
Preconstruction			\$ 35,000	-	
Burkhardt Construction					
Approved Change Orders			\$ -		
FPL Design Cost			\$ 11,759		
ATT Design Cost			\$ 5,000		
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 2 North Construction	3,800,000	4,000,000	\$ 51,759	\$ -	0.0%
Phase 2 South Construction	-				
Preconstruction			\$ 35,000	-	
Whiting Turner Construction					
Approved Change Orders			\$ -		
FPL Design Cost			\$ 13,330		
ATT Design Cost			\$ 5,000		
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)	-				
Total Phase 2 South Construction	4,435,000	4,730,000	\$ 53,330	\$ -	0.0%
Easement Acquisition	200,000	200,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1.5 Easement Assistance North			\$ 64,936	\$ 45,607	70.2%
Task 1.5 Easement Assistance South			\$ 77,466	\$ 30,823	39.8%
<i>Surveys</i>					
Task 1.7 Legal Sketch North			\$ 14,020	\$ 7,080	50.5%
Task 1.7 Legal Sketch South			\$ 16,725	\$ -	0.0%
Advertising				\$ 1,101	
Jones Foster - Legal			\$ -		
American Acquisition Group			\$ -		
Temp Services			\$ 20,000		
Recording Costs			\$ 3,605	\$ 239	
Total Easement Acquisition Costs	200,000	200,000	\$ 196,752	\$ 84,850	43.1%
Total Phase 2 Costs	\$9,170,000	\$9,710,000	\$ 1,108,354	\$ 688,440	62.1%

Underground Utility Project Budget
Phase 3 Project Costs
June 30, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 3 Design					
Kimley Horn					
Task 1.1 Phase 3 North Design	\$ 325,000	\$ 350,000	\$ 288,851	\$ 84,057	29.1%
Task 1.2 Phase 3 South Design	\$ 535,000	\$ 580,000	\$ 503,260	\$ 121,581	24.2%
Task 1.3 Permitting Assistance			\$ 13,739		0.0%
Task 1.4 Bid Phase Assistance			\$ 36,834		0.0%
Task 1.5 Meetings			\$ 101,652	\$ 225	0.2%
Deductive Change Order (Scope Change)			\$ (49,840)		0.0%
Total Phase 3 Design	\$ 860,000	\$ 930,000	\$ 894,496	\$ 205,862	23.0%
Construction Costs					
Phase 3 North Construction	\$ 3,700,000	\$ 3,850,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 12,850		
ATT Design Cost					
Comcast Design Cost					
Construction Engineering (KH)					
Daniella Construction - Nightingale/LaPuerta - Townwide portion				\$ 243,470	
FPL Nightingale/LaPuerta - Townwide Portion				\$ 74,900	
Comcast Nightingale/LaPuerta - Townwide Portion				\$ 8,885	
AT&T Nightingale/LaPuerta Townwide Portion				\$ 30,555	
Total Phase 3 North Construction	\$ 3,700,000	\$ 3,850,000	\$ 12,850	\$ 357,810	0.0%
Phase 3 South Construction	\$ 6,090,000	\$ 6,320,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 11,359		
ATT Design Cost					
Comcast Design Cost					
Construction Engineering (KH)					
Total Phase 3 South Construction	\$ 6,090,000	\$ 6,320,000	\$ 11,359	\$ -	0.0%
Easement Acquisition	\$ 260,000	\$ 260,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1 Easement Assistance North and South			\$ 235,953	\$ 901	0.4%
<i>Surveys</i>					
Task Legal Sketch South			\$ 37,436		
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs					
Total Easement Acquisition Costs	\$ 260,000	\$ 260,000	\$ 273,389	\$ 901	0.3%
Total Phase 3 Costs	\$ 10,910,000	\$ 11,360,000	\$ 1,192,094	\$ 564,573	47.4%

Underground Utility Project Budget
Phase 4 Project Costs
June 30, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 4 Design					
Kimley Horn					
Task 1.1 Phase 4 North Design	\$ 402,000	\$ 435,000	\$ 312,317	\$ 7,808	0.0%
Task 1.2 Phase 4 South Design	\$ 413,000	\$ 435,000	\$ 451,284	\$ 11,282	0.0%
Task 1.3 Permitting Assistance			\$ 14,468		0.0%
Task 1.4 Bid Phase Assistance			\$ 37,899		0.0%
Task 1.6 Meetings			\$ 77,911		0.0%
Total Phase 4 Design	\$ 815,000	\$ 870,000	\$ 893,879	\$ 19,090	0.0%
Construction Costs					
Phase 4 North Construction	4,605,000	4,820,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 12,757		
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 4 North Construction	\$ 4,605,000	\$ 4,820,000	\$ 12,757	\$ -	0.0%
Phase 4 South Construction	4,710,000	4,980,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 13,160		
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 4 South Construction	\$ 4,710,000	\$ 4,980,000	\$ 13,160	\$ -	0.0%
Easement Acquisition	\$ 240,000	\$ 240,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance (KH)			\$ 280,270		
Easement Assistance (KH) -- Switches			\$ 62,780		
<i>Surveys</i>					
Legal Sketch			\$ 38,230		
Legal Sketch - Switches			\$ 4,967		
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs					
Total Easement Acquisition Costs	\$ 240,000	\$ 240,000	\$ 386,247	\$ -	0.0%
Total Phase 4 Costs	\$ 10,370,000	\$ 10,910,000	\$ 1,306,043	\$ 19,090	1.5%

Underground Utility Project Budget
Phase 5 Project Costs
June 30, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 5					
Kimley Horn					
Task 1.1 Phase 5 North Design	\$ 520,000	\$ 560,000			0.0%
Task 1.2 Phase 5 South Design	\$ 600,000	\$ 640,000			0.0%
Task 1.3 Permitting Assistance North					0.0%
Task 1.3 Permitting Assistance South					0.0%
Task 1.4 Bid Phase Assistance North					0.0%
Task 1.4 Bid Phase Assistance South					0.0%
Task 1.6 Meetings North					0.0%
Task 1.6 Meetings South					0.0%
Total Phase 5 Design	\$ 1,120,000	\$ 1,200,000	\$ -	\$ -	0.0%
Construction Costs					
Phase 5 North Construction	\$ 5,890,000	\$ 6,200,000			
Preconstruction					
Construction					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 5 North Construction	\$ 5,890,000	\$ 6,200,000	\$ -	\$ -	0.0%
Phase 5 South Construction	\$ 6,750,000	\$ 7,120,000			
Preconstruction					
Construction					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 5 South Construction	\$ 6,750,000	\$ 7,120,000	\$ -	\$ -	0.0%
Easement Acquisition	\$ 330,000	\$ 330,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 75,696		
Surveys					
Legal Sketch			\$ 5,391		
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs					
Total Easement Acquisition Costs	\$ 330,000	\$ 330,000	\$ 81,087	\$ -	0.0%
Total Phase 5 Costs	\$14,090,000	\$14,850,000	\$ 81,087	\$ -	0.0%

Underground Utility Project Budget
Other Project Costs
June 30, 2018

Master Plan	Budget	Actual	% Expended
Task 1.1 - Data Collection & GIS Base Mapping	\$ 88,021	\$ 88,021	100.0%
Tash 1.1a Data Collection for Future Communications	\$ 23,511	\$ 23,511	100.0%
Task 1.2 - Conceptual Design and Master Plan	\$ 161,756	\$ 161,756	100.0%
Task 1.3 - Project Sequencing and Phasing	\$ 31,244	\$ 31,244	100.0%
Task 1.4 - Assessment of Traffic Impacts	\$ 77,660	\$ 77,660	100.0%
Task 1.5 - Project Delivery Methods	\$ 17,448	\$ 17,448	100.0%
Task 1.6 - Master Plan Document	\$ 45,053	\$ 42,800	95.0%
Task 1.7 - Meetings Master Planning Phase	\$ 113,135	\$ 113,123	100.0%
Task 1.8 - Master Plan Second Half	\$ 40,067	\$ 40,067	100.0%
Subtotal Master Planning	\$ 597,895	\$ 595,630	99.6%
Comcast Preplanning - Master Plan		\$ 12,015	
Community Outreach	\$ 282,519	\$ 197,551	69.9%
Peer Review Study - Patterson & Dewar (\$50,000 Offsetting Revenue)	\$ 100,000	\$ 100,000	100.0%
Commercial Paper Issuance Cost		\$ 200,675	
Commercial Paper Fees		\$ 10,907	
Commercial Paper Interest		\$ 44,322	
Total Other Project Costs	\$ 980,414	\$ 1,161,100	118.4%

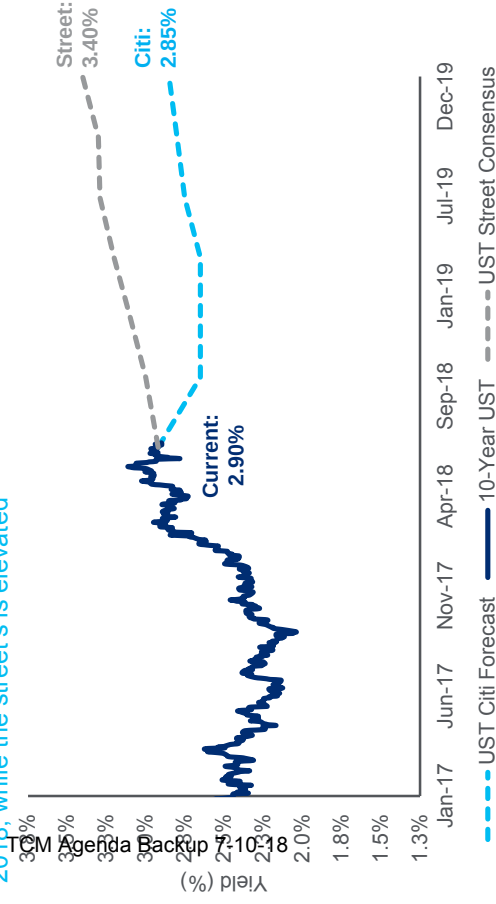
Related Costs Outside of the Underground Project Budget

	Budget	Actual	% Expended
Costs paid from (307) Fund CIP			
Underground City of Lake Worth Section			
Project Design	\$ 25,231	\$ 24,430	96.8%
Project Construction	\$ 351,081	\$ 215,735	61.4%
Project Construction Engineering	\$ 11,607	\$ 7,545	65.0%
Utility Cost (FPL, Comcast, AT&T)	\$ 134,333	\$ 127,531	94.9%
Project Meeting Attendance	\$ 2,362	\$ 2,362	100.0%
Total Lake Worth Section	\$ 524,614	\$ 377,603	72.0%
Ibis Way PGD Improvements	\$ 14,583	\$ 14,583	100.0%
General Fund Costs			
Goldmacher v TPB Legal and Other Costs		\$ 183,701	
Kosberg v TPB Legal and Other Costs		\$ 172,949	
PBT Real Estate v TPB		\$ 96,522	
Gardner, Bist Bowden, Bush (Shel Wright)		\$ 7,148	
Project Manager -Pay and benefits	\$ 130,000	\$ 128,195	98.6%
Telecommunications Consultant	\$ 89,000	\$ 83,210	93.5%
Peter Brandt (Contract Negotiations)	\$ 35,000	\$ 23,735	67.8%
Total Related Costs Outside of the Budget	\$ 793,197	\$ 1,087,646	137.1%

U.S. Rate Forecasts

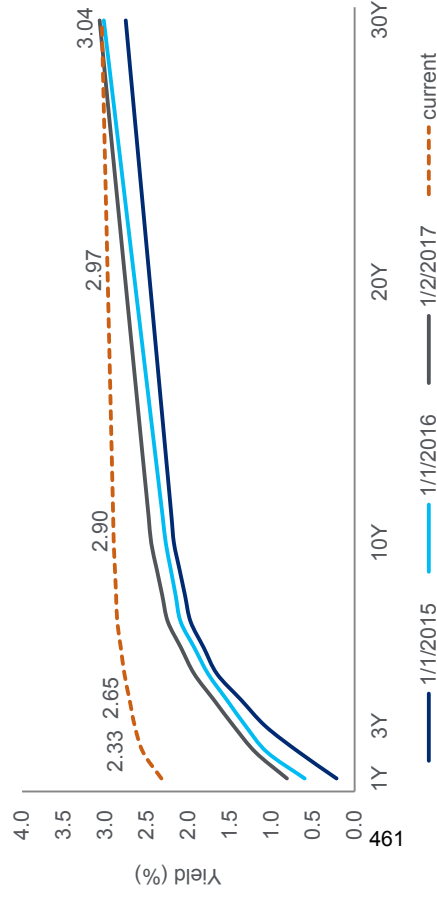
10-Year Treasury Yield Forecast

Citi forecasts a muted interest rate environment through the second half of 2018, while the street's is elevated



US Treasury Yield Curve

Treasuries ended the week stronger on renewed escalation of international trade tensions



Rate Forecasts

5-Year Treasury	Current	3Q18	4Q18	1Q19	2Q19	3Q19	4Q19
Citi's Forecast	2.77%	2.60%	2.60%	2.60%	2.65%	2.70%	2.75%

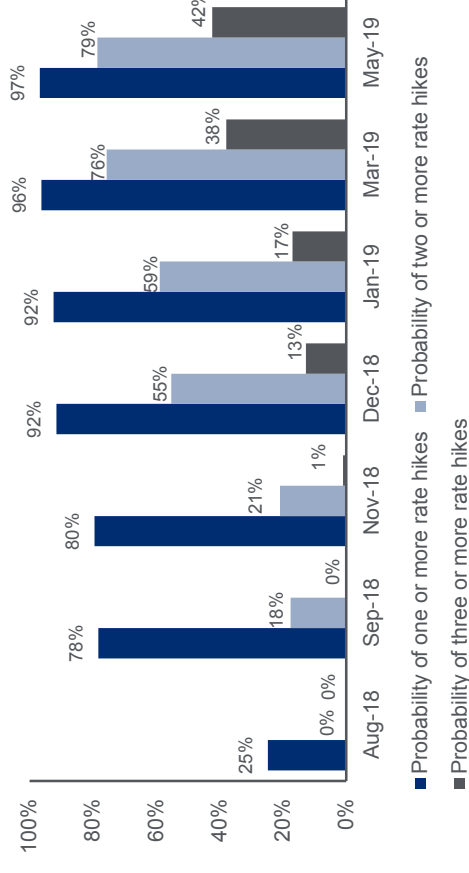
10-Year Treasury	Current	3Q18	4Q18	1Q19	2Q19	3Q19	4Q19
Citi's Forecast	2.90%	2.65%	2.65%	2.65%	2.75%	2.80%	2.85%
Economists' Consensus		3.10%	3.20%	3.29%	3.30%	3.40%	3.40%

30-Year Treasury	Current	3Q18	4Q18	1Q19	2Q19	3Q19	4Q19
Citi's Forecast	3.04%	2.90%	2.90%	2.95%	3.10%	3.15%	3.15%
Economists' Consensus		3.26%	3.35%	3.46%	3.50%	3.60%	3.60%

Fed Funds	Current	3Q18	4Q18	1Q19	2Q19	3Q19	4Q19
Citi's Forecast	2.00%	2.25%	2.25%	2.50%	2.75%	3.00%	3.00%
Economists' Consensus		2.25%	2.50%	2.63%	2.75%	3.00%	3.00%

Expectations of Next Fed Increase in Rates

After raising rates for a second time in 2018, the Fed upgraded their forecast to four total increases in 2018, with the next hike likely to come in September



TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P. E., Director of Public Works

RE: Consideration of Procedures for Roadway Paving by Property Owners during the
Town-Wide Underground Utilities Project
Resolution 101-2018

DATE: June 21, 2018

STAFF RECOMMENDATION

Town staff recommends Town Council modify the roadway restoration requirements by property owners during the Town-wide undergrounding utilities project and amending the Department of Public Works Engineering Division Standards Applicable to the Public Right-of-Way and Easements within the Town of Palm Beach (Right-of-Way Manual) as revised through September 26, 2017, via Resolution 101-2018.

GENERAL INFORMATION

The Town Council approved the master contract and purchase order for Task Order 1 of the Town-wide Undergrounding Utility Program at the May 10, 2016 meeting. The first task order includes the master planning for the first phase of bonding and the design for undergrounding utilities from Sloan's Curve to the southern limits of the Town and from Onondaga Avenue north. Construction began in May 2017 and is expected to continue new phases of construction each May for the next seven (7) years.

The Town Right-of-Way Manual requires restoration of an excavated roadway to include milling and resurfacing to a 100-foot minimum. Resolution 144-2016 modified the manual to address the circumstance such that if a major Town project is scheduled for the near future and the previously required road restoration would be disturbed within two (2) years after the completed restoration, the property owner could provide a bond to pay for the work in place of performing the work. The Town presently requires a bond in the amount of the cost of milling and resurfacing plus 35% to be provided to the Town in these circumstance. This is consistent with the requirement in the circumstances where the milling and resurfacing to be performed by the property owner is delayed due to season or other permitting restrictions.

Staff anticipates that the Undergrounding Project will cause the need for milling and resurfacing of most, if not all, of the public and private roads. The Right-of-Way Manual was modified to address the undergrounding project as follows:

Chapter II GENERAL PROVISIONS,

2. General Requirements, 2.21 Restoration of Right-of Way

2.21.1 in part.... Exceptions to these requirements may be granted by the Director of Public Works when a scheduled Town project will be excavating the roadway in the affected area within one (1) year, and within (2) two years, if preceding the Town-Wide Utility Undergrounding Project. The Town will require a bond equal to the cost of the milling and resurfacing plus 35%. If the Town does not complete a project within the area, the Town will require the property owner to perform the required work and the bond will be released. If the work is not performed by the property owner, the Town will utilize the bond to complete the required milling and resurfacing.

As presently stated there is no means for the Town to release all or a portion of the Bond if the work falls within Town project limits, where the Town performs the work. The Town expects a reduction in costs due to economy of scale when several roadways are milled and resurfaced simultaneously. The bulk price could be passed onto the private property owner if the language is modified. Therefore, Town-wide, staff recommends the following revision in regards to roadway restoration.

In circumstances where the Town does complete a project within the area, the property owner shall be responsible for the actual cost of the milling and resurfacing of the area covered by their bond. The rates shall be based on the bid price of the contract as approved by the Town Council. The Town will release the remainder of the bond to the property owner at the time of construction.

The workmanship performed by the property owner's contractor to patch the roadway in the interim would still be required to meet the Town standards. The property owner shall be responsible for any failures in the right-of-way related to the permitted installation, for a period of one (1) year after the permitted work is completed and accepted by the Engineering Division, if the milling and resurfacing is deferred. This practice is currently in place.

FUNDING/FISCAL IMPACT

There is no fiscal impact to the Town.

TOWN ATTORNEY REVIEW

This item has been reviewed by the Town Attorney.

Attachment

cc. John C. Randolph, Town Attorney
Patricia Strayer, P.E., Town Engineer
Paul Castro, AICP, Interim Director of Planning, Zoning & Building Dept.
Dean Mealy, Purchasing Manager

RESOLUTION NO. 101-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION STANDARD APPLICABLE TO PUBLIC RIGHTS-OF-WAY AND EASEMENTS, AMENDING CHAPTER 2, SECTION 2.21, RESTORATION OF RIGHT-OF-WAY.

* * * * *

WHEREAS, the Town of Palm Beach, Town Council authorized the creation of the Department of Public Works, Engineering Division Standards Applicable to Public Rights-of-Way and Easements by Ordinance 11-94 on July 12, 1994; and

WHEREAS, the Department of Public Works, Engineering Division Standards Applicable to Public Rights-of-Way and Easements is reviewed from time-to-time and may be modified by Resolution of the Town Council; and

WHEREAS, the Town has determined, due to the forthcoming Town-wide Utility Undergrounding Project, that it is necessary to relax pavement restoration efforts in areas that are to undergo construction related to the Utility Undergrounding Project; and

WHEREAS, the Town has determined that it is necessary to amend the Town's Right-of-Way Manual in the manner and form attached.

WHEREAS, the Town passed and adopted Resolution No. 144-2016 amending Chapter 2, General Provisions, General Requirements, Section 2.21, Restoration of Right-of-Way as follows: *2.21.1 in part.... Exceptions to these requirements may be granted by the Director of Public Works when a scheduled Town project will be excavating the roadway in the affected area within one (1) year, and within (2) two years, if preceding the Town-Wide Utility Undergrounding Project. The Town will require a bond equal to the cost of the milling and resurfacing plus 35%. If the Town does not complete a project within the area, the Town will require the property owner to perform the required work and the bond will be released. If the work is not performed by the property owner, the Town will utilize the bond to complete the required milling and resurfacing.*

WHEREAS, the provision does not allow the Town to release all or a portion thereof of the Bond if the work falls within a Town project limits, whereas the Town performs the work.

WHEREAS, the Public Works Department recognizes a reduction in costs when several roadways are milled and resurfaced simultaneously.

WHEREAS, the cost savings can be passed on to the property owner in whole or in part.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Right-of-Way Manual is hereby amended to add at Chapter 2, General Provisions, General Requirements, Section 2.21, Restoration of Right-of-Way as follows:

In circumstances where the Town does complete a project within the area, the property owner shall be responsible for the actual cost of the milling and resurfacing of the area covered by their bond. The rates shall be based on the bid price of the contract as approved by the Town Council. The Town will release the remainder of the bond to the property owner at the time of construction.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of July, 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Regular Agenda - New Business

Agenda Title

Centennial Commission Request.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated June 29, 2018 from Jay Boodheshwar, Deputy Town Manager**
- ▣ **Exhibit - PBCC Letter**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council
VIA: Kirk Blouin, Town Manager
FROM: Jay Boodheshwar, Deputy Town Manager
RE: Centennial Commission Request
DATE: June 29, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council review the attached request from the Centennial Commission and provide direction to staff, as necessary.

GENERAL INFORMATION

Included in your back-up is a letter from Bill Bone and Bill Metzger of the Palm Beach Centennial Commission. They are scheduled to seek your permission to speak about their ideas about further upgrading the Town Square Historic District, with specific enhancements to Memorial Park and pedestrian access.

It is important to note that the Town received two grants from the State of Florida's Division of Historical Resources when the Mizner Fountain was restored and the park was renovated and expanded. Said grants include conditions which require State approval prior to additional enhancements or changes to the park, so if Council is agreeable to the Commission's request staff will have to submit plans to the State for approval.

cc: H. Paul Brazil, Director of Public Works
Bill Bone, Palm Beach Centennial Commission
Bill Metzger, Palm Beach Centennial Commission

PALM BEACH CENTENNIAL COMMISSION, INC.

June 29, 2018

Mayor and Town Council
Town of Palm Beach
Palm Beach, Florida

Dear Mayor and members of the Town Council,

The Palm Beach Centennial Commission is scheduled on the Agenda for the Town Council meeting on July 10, 2018. We are seeking permission to continue exploring ways to improve our community's enjoyment of the Town Square Historic District.

We have met with individuals and organizations involved with town beautification and will be presenting our collective ideas to enhance the safety and appearance of Town Square, including concepts for additional pedestrian access inside the park, possible parking enhancements, the installation of recognition plaques and other ideas.

Our presentation will address the approval process, funding methods and scheduling timetables required for realization and installation.

We look forward to discussing these matters with you on July 10.

Thank you very much.

Sincerely,

Palm Beach Centennial Commission, Inc.



Bill Bone, Director



Bill Metzger, Director

cc: Jay Boodheshwar, Deputy Town Manager

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Regular Agenda - New Business

Agenda Title

Discussion Regarding Membership on the Retirement Board of Trustees.

Presenter

Kirk W. Blouin, Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated July 2, 2018, from Kirk Blouin, Town Manager**
- ▣ **Palm Beach Code of Ordinances Sec. 82-57**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

To: Mayor and Town Council

From: Kirk Blouin, Town Manager

Re: Discussion Regarding Membership on the Retirement Board of Trustees

Date: July 2, 2018

STAFF RECOMMENDATION

It is requested that Town Council consider amending the Town's Code of Ordinances to replace the Town Manager as ex-officio member of the Retirement Board of Trustees with the Director of Finance.

GENERAL INFORMATION

The Code Ordinances, Sec. 82-57, outlines the membership for the Retirement Board of Trustees, including the appointment of the Town Manager as a voting ex-officio member. The Town Council is requested to consider amending this Code section to replace the Town Manager with the Director of Finance as the voting ex-officio member. This change would provide greater flexibility for the Town Manager to confer with members of the Retirement Board of Trustees on issues under the Board's purview.

If agreed upon by the Town Council, it is requested that the Town Attorney be directed to draft an ordinance for first reading at the August 15, 2018 Town Council Meeting.

cc: Jay Boodheshwar, Deputy Town Manager
Jane Le Clainche, Director of Finance
William P. Hanes, Pension Administrator

Sec. 82-57. - Board of trustees; administrative duties; investment of retirement system assets.

- (a) Effective upon the adoption of the ordinance from which this section derives, a new board of trustees shall be established in accordance with subsection (b) below. Effective April 1, 2012, the firefighter board of trustees, police officer board of trustees and general employee/lifeguard board of trustees shall be abolished, and the board of trustees established in accordance with subsection (b) below shall be responsible for administering the retirement system and investing all assets of the system in accordance with subsections (c) through (k) below, for all employee benefit groups.
- (b) The board of trustees (the "board") shall consist of nine members selected as follows:
 - (1) One employee who is a member of benefit group general or benefit group lifeguard elected by the members of those benefit groups.
 - (2) One employee who is a member of benefit group firefighter elected by the members of that benefit group.
 - (3) One employee who is a member of benefit group police officer elected by the members of that benefit group.
 - (4) Five residents of the town who are not officers or employees of the town, retirants or beneficiaries of the retirement system, appointed by the town council.
 - (5) The town manager or, in the town manager's absence, the acting town manager, who shall serve as a voting ex-officio member.
- (c) The board shall meet at least quarterly, shall adopt its own rules of procedure and shall keep records of its proceedings. Five trustees shall constitute a quorum at any meeting of the board, and a vote of the majority of the quorum present at any meeting shall be necessary for a decision of the board. Each trustee shall be entitled to one vote on each question before the board. The trustees shall not receive any compensation but may receive expenses and per diem as provided by town ordinance.
- (d) Trustees other than the town manager or acting town manager shall serve staggered three-year terms, and may succeed themselves in office. To implement the staggered terms, the first elected trustee who is a member of benefit group police officer shall serve a one-year term; the first elected trustee who is a member of benefit group firefighter shall serve a two-year term; and the first elected trustee who is a member of benefit group general or benefit group lifeguard shall serve a three-year term. The staggered terms for the appointed trustees shall be implemented as follows: two appointed trustees shall serve an initial term of one year; two appointed trustees shall serve an initial term of two years; and one appointed trustee shall serve an initial term of three years; as determined by the town council. Trustees who are elected or appointed following the initial terms shall serve a term of three years. Each trustee shall, before assuming the duties of trustee, qualify by taking an oath of office to be administered by the town clerk.
- (e) A vacancy shall occur on the board if:
 - (1) A member-elected trustee ceases to be a member or ceases to be included in the appropriate benefit group;
 - (2) A resident appointed by the town council fails to maintain town residency as determined by the town council; or
 - (3) Any trustee resigns or is removed from office.
 - (4) A trustee fails to attend more than two scheduled meetings in any 12-month period without an excused absence. Excused absence due to illness, a death in the family, religious holidays and requirements of legal process shall not constitute lack of attendance. In order for an absence to be excused, the member must notify the plan administrator in writing no later than noon on the Friday prior to a scheduled

meeting, unless the absence is an emergency. Failure to timely notify the plan administrator in writing of an absence will result in an unexcused absence, unless the absence is an emergency. Excused and unexcused absences shall be recorded in the minutes of the meeting at which the absence occurred. The plan administrator may excuse an absence at the next regularly scheduled meeting for good cause shown.

- (f) If a vacancy occurs on the board, the vacancy shall be filled within 90 days, for the unexpired term, in the same manner as the position was previously filled.
- (g) The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature and description, and to administer the retirement system for the benefit of its members, retirants and beneficiaries.
- (h) The officers and advisors of the board shall be as follows:
 - (1) *Chair*. The board shall annually elect a chair and a chair pro tem from its members.
 - (2) *Secretary*. The board shall annually elect a secretary from among its members.
 - (3) *Finance director and treasurer*. The town finance director and treasurer shall be finance director and treasurer of the board.
 - (4) *Legal advisor*. The town attorney or an attorney designated by the town attorney shall be legal advisor to the board.
 - (5) *Actuary*. The board shall appoint an actuary who shall be the technical advisor to the board regarding the operation of the retirement system on an actuarial basis and who shall perform such services as are required in that connection. The term "actuary" as used in this article shall mean an enrolled actuary as defined in F.S. § 112.625. A partnership or corporation may be appointed actuary if the duties of the actuary are performed by or under the direct supervision of an individual who meets the preceding qualifications.
 - (6) *Services*. The board is authorized and empowered to employ such professional and other services as are required for the proper administration of the retirement system at the fund's expense.
 - (7) *Plan administrator*. The board is authorized to contract for the professional services of a plan administrator. In the event the board does not contract for the professional services of a plan administrator, or in the event of any lapse in such services, the human resources director shall be the plan administrator.
- (i) The board shall direct the investment of retirement system assets in accordance with the following provisions:
 - (1) The board shall adopt an investment policy in accordance with F.S. § 112.661, and shall regularly review, evaluate and, if deemed in the best interest of the retirement system, revise the investment policy, subject to the approval of the town council.
 - (2) In exercising its discretionary authority with respect to the management of the moneys and assets of the retirement system, the board shall exercise the care, skill, prudence and diligence under the circumstances then prevailing, that a person of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims.
 - (3) The board shall have full power and authority to invest and reinvest the moneys and assets held for the benefit of the members, retirants and beneficiaries of the system, subject to all terms, conditions, limitations and restrictions imposed by law on the investments of public employee retirement system assets, and subject to investment policy adopted by the board.
 - (4) The board may invest in securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, 15

USC § 80A-1 et seq., and in such other investments authorized by law and by the board's investment policy, including alternative investments.

- (5) a. The Retirement Board may, unless restricted by law, transfer all or any portion of the assets of the Retirement Fund to a collective or common group trust, as permitted under Revenue Ruling 81-100, Revenue Ruling 2011-1, and Revenue Ruling 2014-24 (or subsequent guidance), that is operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under section 401(a) of the Internal Revenue Code, individual retirement accounts that are exempt under section 408(e) of the Internal Revenue Code, eligible governmental plans that meet the requirements of section 457(b) of the Internal Revenue Code, and governmental plans under section 401(a)(24) of the Internal Revenue Code. For this purpose, a trust includes a custodial account or separate tax-favored account maintained by an insurance company that is treated as a trust under section 401(f) or under section 457(g)(3) of the Internal Revenue Code.
- b. Any collective or common group trust to which assets of the retirement fund are transferred pursuant to subsection (a) above shall be adopted by the retirement board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.
- c. The separate account maintained by the group trust for the plan pursuant to subsection (a) above shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.
- d. For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.
- (6) The board shall retain an independent consultant professionally qualified to advise the board on all investment matters and evaluate the performance of professional money managers. The independent consultant shall assist the board in developing and revising its investment policy, and make recommendations regarding the selection of money managers. These recommendations shall be considered by the board at its meetings.
- (j) The date, time, place and subject of regular board meetings shall be posted at least ten days prior to the date of such meetings.
- (k) If a claim for benefits is denied by the board, the claimant shall be notified of the denial, in writing, within 30 days following the board's action. The notification shall set forth the reasons for denial. The claimant may appeal the denial and request a hearing before the board. The appeal shall be in writing to the town clerk and filed within 90 days of the board's denial. The request shall contain a written statement of the claimant's position regarding the claim. The board shall schedule a hearing within 60 days of receipt of the appeal. The hearing shall be conducted in accordance with rules adopted by the board. The board's action following the hearing shall be final and binding on all affected parties.
- (l) The board shall also provide administrative support and coordination for the town's defined contribution plan, retirement health savings plan, and 457 plan.
- (m) The boards of trustees for the existing firefighter, police officer and general/lifeguard retirement plans shall continue to operate through March 31, 2012, for the primary purpose of facilitating the transfer of contracts, investment holdings, assets and liabilities of the existing firefighter, police officer and general/lifeguard

retirement plans, as well as all documents and records of those plans, to the new board of trustees established pursuant to subsection (b) above. During the period prior to April 1, 2012, the boards of trustees for the existing firefighter, police officer and general/lifeguard retirement plans shall continue to:

- (1) Be the trustees of the moneys and assets of the employee groups of members and retirants of the retirement system for whose benefit such boards are formed.
- (2) Have full power and authority to invest and reinvest the moneys and assets held for the benefit of members for whose benefit such boards are formed, subject to all terms, conditions, limitations and restrictions imposed by law on the investments of public employee retirement systems and subject to investment policies and limitations adopted by resolution of the town council or the boards from time to time.
- (3) Invest in securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, 15 USC 80A-1 et seq., as amended, and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.
- (4) Employ outside investment counsel to advise each board in the making and disposition of investments. All moneys and assets of the retirement system shall be held for the sole purpose of meeting disbursements authorized in accordance with the provisions of the retirement system and shall be used for no other purposes.
- (5) Exercise discretionary authority with respect to the management of the moneys and assets of the retirement system, and shall exercise the care, skill, prudence and diligence under the circumstances then prevailing, that a person of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims.
- (6) Retain an independent consultant professionally qualified to evaluate the performance of professional money managers. The independent consultants shall make recommendations regarding the selection of money managers. These recommendations shall be considered by the boards at their meetings. The date, time, place and subject of regular board meetings shall be posted at least ten days prior to the date of such meetings.

(Ord. No. 21-04, § 1, 10-1-04; Ord. No. 4-2012, § 2, 3-14-12; Ord. No. 14-2012, § 1, 8-14-12; Ord. No. 7-2013, § 1, 7-9-13)

Editor's note— Ord. No. 4-2012, § 2, adopted March 14, 2012, changed the title of section 82-57 from "Investment of retirement system assets" to "Board of trustees; administrative duties; investment of retirement system assets." The historical notation has been preserved for reference purposes.

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Ordinances - Second Reading

Agenda Title

a. ORDINANCE NO. 12-2018 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 106, Streets, Sidewalks and Other Public Places, Article VII, Special Events on Public Property, Division 1, Generally, By Amending Sections 106-257(1) And 106-257(2) Relating to Regulations Relating to Special Event; Amending Section 106-281 Relating to Required; Amending Sections 106-282(B), 106-282(C)(10), and 106-282(C)(14) Relating to Application; Amending Sections 106-283(6) and 106-283(10) Relating To Standards for Issuance; Amending Section 106-284 Relating to Notice of Approval or Denial; Amending Section 106-285 Relating to Appeal Procedure; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

b. RESOLUTION NO. 102-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Adopting Various Special Event Permit Fees for the Use of Town of Palm Beach Public Properties.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Ordinance No. 12-2018**
- ▣ **Memorandum Dated June 29, 2018 from Jay Boodheshwar, Deputy Town Manager**
- ▣ **Resolution No. 102-2018**

ORDINANCE NO. 12-2018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 106, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, ARTICLE VII, SPECIAL EVENTS ON PUBLIC PROPERTY, DIVISION 1, GENERALLY, BY AMENDING SECTIONS 106-257(1) AND 106-257(2) RELATING TO REGULATIONS RELATING TO SPECIAL EVENT; AMENDING SECTION 106-281 RELATING TO REQUIRED; AMENDING SECTIONS 106-282(B), 106-282(C)(10), AND 106-282(C)(14) RELATING TO APPLICATION; AMENDING SECTIONS 106-283(6) AND 106-283(10) RELATING TO STANDARDS FOR ISSUANCE; AMENDING SECTION 106-284 RELATING TO NOTICE OF APPROVAL OR DENIAL; AMENDING SECTION 106-285 RELATING TO APPEAL PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 106, Streets, Sidewalks and Other Public Places; Article VII, Special Events on Public Property, Division 1, Generally, by amending Section 106-257(1) and Section 106-257(2) to read as follows:

“Sec. 106-257. - Regulations relating to special event.

The following regulations shall apply to all special events held within the town:

- (1) There shall be held at the location requested no more than one special event on any given day, without priority for any particular date, to be granted to the first person to submit a completed application designating that day. The Town reserves the right to limit use of public spaces at any time to prevent overuse and/or adverse impacts to adjacent neighborhoods.
- (2) The maximum total duration of each special event and the assembly thereof shall be ~~three-five~~ (5) hours.

- (3) Any signs, props or displays used in conjunction with the special event must be removed immediately after the time permitted for the special event has expired.
- (4) The use of banners, flags (other than flags of official governmental bodies), streamers, balloons or any similar devices, in connection with the event, shall be prohibited.
- (5) The use of decorated vehicles and trailers in connection with the event is prohibited.
- (6) The granting of a special event permit under this article shall not require the complete blockading of streets or intersections to vehicular traffic, and the town shall be empowered to apportion such streets and intersections for simultaneous use by special event participants and vehicular and pedestrian traffic.
- (7) The concentration of persons and/or vehicles at the special event will not interfere unduly with proper fire and police protection of, or ambulance service to, areas contiguous to the assembly area or other areas of the town.
- (8) There are sufficient parking places near to the site of the special event to accommodate the approximate number of automobiles reasonably expected to be driven to the special event.
- (9) The event is not otherwise in violation of ordinances or regulations of the town or the state or of federal law."

Section 2. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 106, Streets, Sidewalks and Other Public Places; Article VII, Special Events on Public Property, Division 1, Generally, by amending Section 106-281 to read as follows:

"Sec. 106-281. - Required.

No person shall engage in, participate in, aid, form or start any special event unless a special event permit shall have first been obtained from the town manager or his/her designee. No permit shall be required for special events officially sponsored by the town government and approved by the town council, nor shall the regulations set forth in this division 2 apply to such special events.

Section 3. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 106, Streets, Sidewalks and Other Public Places; Article VII, Special Events

on Public Property, Division 1, Generally, by amending Sections 106-282(B), 106-282(C)(10), and 106-282(C)(14) to read as follows:

“Sec. 106-282. - Application.

- (a) *Required.* A person seeking issuance of a special event permit shall file an application with the town clerk's office on forms provided by the town.
- (b) *Filing.* A completed application for a special event permit, providing all information required herein, shall be filed with the town clerk's office not less than ~~30-45~~ days (or a shorter period of time as deemed appropriate at the discretion of the Town Manager) ~~not and not~~ more than 90 days 9 months for residents and 7 months for non-residents before the date on which it is proposed to conduct the special event.
- (c) *Contents.* The application for a special event permit shall set forth the following information:
 - (1) The name, address and telephone number of the person seeking to conduct such a special event.
 - (2) The purpose of the special event.
 - (3) If the special event is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of such organization.
 - (4) The date on which the special event is to be conducted.
 - (5) The exact hours the special event is to be conducted.
 - (6) The name or type of event.
 - (7) The exact location of the event.
 - (8) The approximate number of participants and spectators.
 - (9) A detailed description of the activity or activities, including whether or not the event requires support facilities such as traffic control, parking volume, crowd control.
 - (10) The name of the applicant's insurance company for the event and proof of insurance. The town shall be named as ~~an additional~~ insured on a policy of liability insurance in an amount not less than \$1,000,000.00. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular special event proposed by the applicant. If the special event applicant maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the applicant.

- (11) The signature of the applicant.
- (12) The name, address and telephone number of the person who will be responsible for the conduct of the special event (i.e., special event chair).
- (13) Provisions for cleanup after conclusion of the special event. The applicant shall be responsible for costs of complete and immediate cleanup.

(d) ~~Fees.~~(14) — The following fees in accordance with the fee schedule adopted by the town council by resolution as may be amended from time to time:

a. An administrative processing fee ~~and, in the event of a late filing a late filing fee, in accordance with the fee schedule adopted by the town council by resolution as may be amended from time to time.~~

b. A refundable damage deposit, if applicable;

c. A usage fee prepaid for the hours requested to hold the proposed special event, if applicable.”

Section 4. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 106, Streets, Sidewalks and Other Public Places; Article VII, Special Events on Public Property, Division 1, Generally, by amending Sections 106-283, 106-283(6) and 106-283(10) to read as follows:

“Sec. 106-283. - Standards for issuance.

The town manager's ~~office~~ shall issue a special event permit, when from ~~a~~ consideration of the application and from such other information as may otherwise be obtained, he/she finds that:

- (1) No other applicant has obtained a permit for the date requested.
- (2) The special event applicant has agreed in writing to abide by all provisions set forth in this article.
- (3) All required information is set forth in the application and is in accordance with all provisions set forth in this article.
- (4) The concentration of persons and vehicles at assembly points of the special event will not interfere with the proper fire and police protection of or ambulance services to areas contiguous to such assembly areas.

- (5) The conduct of such special event will not interfere with the movement of police and fire rescue vehicles and equipment en route to a fire or the movement of emergency medical services equipment en route to an emergency.
- (6) The special event is not being held for the purpose of advertising any product, goods or event, and ~~is not designed to~~ shall not be held for private profit or fund raising, unless the applicant is a 501 (c) 3 non-profit, in which a charitable solicitation permit would also be required.
- (7) The conduct of the special event will not substantially interrupt the safe and orderly movement of pedestrian or vehicular traffic contiguous to the place of the special event.
- (8) The conduct of the special event will not result in damage to town-owned property or constitute a hazard to the safety of other persons within the immediate vicinity of the event.
- (9) No event is scheduled elsewhere in the town where the town's resources required for that event are so great that the deployment of resources for the proposed assembly would have an immediate and adverse effect upon the welfare and safety of persons and property.
- (10) An original certificate of insurance ~~must be~~ was supplied to the town naming the town as ~~an additional~~ insured on a policy of liability insurance in an amount not less than \$1,000,000.00 or an amount higher based upon the particular special event proposed."

Section 5. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 106, Streets, Sidewalks and Other Public Places; Article VII, Special Events on Public Property, Division 1, Generally, by amending Section 106-284 to read as follows:

"Sec. 106-284. - Notice of approval or denial.

The town manager shall act upon an application for a special event permit within ~~15~~ 20 days after the filing thereof and must notify the applicant of the approval or denial of the application within that same period. If the town manager denies an application, a written notice stating the reasons for denial shall be sent to the applicant by certified mail and made available by the town for inspection within the ~~15~~20-day period specified above."

Section 6. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 106, Streets, Sidewalks and Other Public Places; Article VII, Special

Events on Public Property, Division 1, Generally, by amending Section 106-285 to read as follows:

“Sec. 106-285. - Appeal procedure.

Any person aggrieved shall have the right to appeal the denial of a special event permit to the town council. The appeal shall be submitted in writing ~~taken~~ within five days of notice of denial. If an appeal to the town council is made, the town council shall act upon such appeal at the next regular monthly meeting of the town council subsequent to the notice of appeal.”

Section 7. Severability.

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

Section 8. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 9. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 10. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 12th day of June, 2018, and for second and final reading on this 10th day of July, 2018.

Gail L. Coniglio, Mayor

Danielle H. Moore, Town Council President

Margaret A. Zeidman, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Lewis S. W. Crampton, Town Council Member

Kathleen Dominguez, Town Clerk

Bobbie Lindsay, Town Council Member

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Jay Boodheshwar, Deputy Town Manager

RE: Proposed Special Event Permit Fees for Use of Public Properties
Resolution No. 102-2018

DATE: June 30, 2018

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 102-2018, adopting special event permit fees for use of public properties, as recommended by the Ordinances, Rules and Standards Committee.

GENERAL INFORMATION

At the June 12, 2018, Town Council meeting, the first reading of Ordinance No. 12-2018 was approved with minor changes. The second and final reading of said ordinance is on the agenda for the July 10, 2018, Town Council meeting, and if approved will amend Chapter 106, Article VII of the Town Code, regulating special events on public property.

One of the more substantive changes to the Code includes the addition of new fees for use of certain public properties, which shall be approved and implemented via resolution. A companion resolution (No. 102-2018) of Ordinance No. 12-2018 is included in your back-up. The fee schedule being proposed includes an application fee for all permits and depending on the public property, a refundable damage deposit and usage fee may also apply. Below is a list of public spaces available for special event permits and recommended fees, which may vary depending on the number of participants (50 or less, 51-100 or over 100 people).

Location	Application Fee	Damage Deposit	Nonresident Usage Fee	Resident Usage Fee
Bradley Park	\$250	50 or Less: \$200 51-100: \$500 Over 100: \$1,000	50 or Less: \$75/hr 51-100: \$150/hr Over 100: \$250/hr	\$0
Memorial Park	\$250	50 or Less: \$200 51-100: \$500 Over 100: \$1,000	50 or Less: \$75/hr 51-100: \$150/hr Over 100: \$250/hr	\$0
Lake Drive Park	\$250	50 or Less: \$100 51-100: \$200 Over 100: \$500	50 or Less: \$50/hr 51-100: \$100/hr Over 100: \$200/hr	\$0

Phipps South Ocean Park	\$250	50 or Less: \$100 51-100: \$200 Over 100: \$500	50 or Less: \$50/hr 51-100: \$100/hr Over 100: \$200/hr	\$0
Phipps South Ocean Park (Chickee Hut Only)	\$250	\$100	\$75/hr	\$0
Public Beaches	\$250	\$100	\$0	\$0
All Other Public Spaces	\$250	\$100	\$0	\$0

TOWN ATTORNEY REVIEW

The resolution is in a form previously approved by the Town Attorney for legal form and sufficiency.

FUNDING/FISCAL IMPACT

Adoption of Resolution No. 102-2018 will result in the collection of new fees in excess of \$15,000 per year, but more importantly, will establish the ability to better protect the Town's public spaces with damage deposits, while monetizing these assets.

Cc: John C. Randolph, Town Attorney
Jane Struder, Finance Director
H. Paul Brazil, Public Works Director
Kathleen Dominguez, Town Clerk

RESOLUTION NO. 102-2018

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PALM BEACH, PALM BEACH COUNTY,
FLORIDA, ADOPTING VARIOUS SPECIAL EVENT
PERMIT FEES FOR THE USE OF TOWN OF PALM BEACH
PUBLIC PROPERTIES.**

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1: The special event permit fees listed below for the use of Town of Palm Beach
properties are hereby adopted.

Location	Application Fee	Damage Deposit	Nonresident Usage Fee	Resident Usage Fee
Bradley Park	\$250	50 or Less: \$200 51-100: \$500 Over 100: \$1,000	50 or Less: \$75/hr 51-100: \$150/hr Over 100: \$250/hr	\$0
Memorial Park	\$250	50 or Less: \$200 51-100: \$500 Over 100: \$1,000	50 or Less: \$75/hr 51-100: \$150/hr Over 100: \$250/hr	\$0
Lake Drive Park	\$250	50 or Less: \$100 51-100: \$200 Over 100: \$500	50 or Less: \$50/hr 51-100: \$100/hr Over 100: \$200/hr	\$0
Phipps South Ocean Park	\$250	50 or Less: \$100 51-100: \$200 Over 100: \$500	50 or Less: \$50/hr 51-100: \$100/hr Over 100: \$200/hr	\$0
Phipps South Ocean Park (Chickee Hut Only)	\$250	\$100	\$75/hr	\$0
Public Beaches	\$250	\$100	\$0	\$0
All Other Public Spaces	\$250	\$100	\$0	\$0

Section 2: The Town Clerk is hereby directed to update the master fee schedule for the
Town of Palm Beach and implement the special event permit fees upon adoption Resolution No.
102-2018.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of July, 2018.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: July 10, 2018

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 13-2018 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 134, Zoning, As Follows: At Article I, In General, Section 134-38, Filing Fees For Rezoning, Special Exception Use, Variance, Appeal Or Other Matters Requiring Public Hearing By Correcting The Title; Eliminating The Filing Fees From The Ordinance And Cross Referencing The Town Of Palm Beach Master Fee Schedule; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Presenter

Paul Castro, Acting Director of Planning, Zoning & Building

ATTACHMENTS:

- ▣ **Memorandum Dated June 28, 2018 from Paul Castro, Acting Director of Planning, Zoning & Building**
- ▣ **Ordinance No. 13-2018**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Paul Castro, Acting Director of Planning, Zoning and Building

Re: Proposed Changes to Chapter 134, Zoning, Eliminating the Fee Schedule From
Chapter 134, Zoning
Ordinance No. 13-2018

Date: June 28, 2018

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Ordinance No.13-2018 (attached) at first reading.

BACKGROUND

In 2013, the Town Council adopted Resolution 7-2013 which placed all development review application fees in the Master Fee Schedule. The purpose was to find a more efficient and convenient way to change fees rather than adopting them by ordinance. While the fees were placed in the Schedule, they were never taken out of Chapter 134 of the Code of Ordinances as intended at that time. Ordinance No. 13-2018 eliminates the fee schedule in Chapter 134 (Sec. 134-38) and replaces the schedule with a cross reference to the Master Fee Schedule. The Ordinance deletes Sec. 134-38 in its entirety and adopts the language as provided for in underline format.

TOWN ATTORNEY REVIEW

Ordinance No. 13-2018 has been approved by Town Attorney John C. Randolph for legal form and sufficiency.

cc: Jay Boodheshwar, Deputy Town Manager
John C. Randolph, Town Attorney
zf

ORDINANCE NO. 13-2018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 134, ZONING, AS FOLLOWS: AT ARTICLE I, IN GENERAL, SECTION 134-38, FILING FEES FOR REZONING, SPECIAL EXCEPTION USE, VARIANCE, APPEAL OR OTHER MATTERS REQUIRING PUBLIC HEARING BY CORRECTING THE TITLE; ELIMINATING THE FILING FEES FROM THE ORDINANCE AND CROSS REFERENCING THE TOWN OF PALM BEACH MASTER FEE SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE

WHEREAS, in 2013 the Town Council found that it was a more convenient and efficient way to change development review fees by adopting them by Resolution No. 7-2013 which incorporated those fees in the Master Fee Schedule; and

WHEREAS, those fees were to have been concurrently eliminated in Chapter 134, Zoning; and

WHEREAS, after public hearing pursuant to notice as required by law, the Town Council does hereby find, determine, and declare that the public health, safety, morals and general welfare of the citizens of the Town of Palm Beach requires that the aforesaid Chapter 134, ZONING, of the Code of Ordinances, be amended as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Article I, IN GENERAL, Section 134-38, Filing fees for rezoning, special exception uses, variances, appeals or other matters requiring public hearing is hereby deleted in its entirety and replaced with the following language that reads as follows:

Sec. 134-38. Filing fees for rezoning, special exception use, variance, appeal or other matters requiring public hearing.

Upon filing an application requesting a rezoning, special exception use approval; a request for a zoning variance, an appeal; or any other application related to this chapter, the applicant shall deposit with the office of planning, zoning and building the application fee as identified in the Town of Palm Beach Master Fee Schedule as adopted by resolution.

The fees identified in the Master Fee Schedule do not include additional fees owed by the applicant for all costs associated with the use of a consultant or legal representation for analysis, study and report of any application determined by the director of planning, zoning and building or designee to require such review.

Section 2. Severability.

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

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect thirty-one days after its adoption, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 10th day of July, 2018, second reading and final adoption on this ____ day of _____, 2018.

Gail L. Coniglio, Mayor

Danielle H. Moore, Town Council President

Margret A. Zeidman, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Lewis S.W. Crampton, Town Council Member

Kathleen Dominguez, Town Clerk

Bobbie Lindsay, Town Council Member